SIGNATURE DOCUMENT FOR THE HEALTH AND HUMAN SERVICES COMMISSION CONTRACT NO. 529-16-0102-00043 UNDER THE FAMILY PLANNING GRANT PROGRAM

I. PURPOSE

The Health and Human Services Commission ("System Agency") an administrative agency within the executive department of the State of Texas and having its principal office at 4900 North Lamar Blvd., Austin, TX 78751 and **Legacy Community Health Services, Inc.** ("Grantee" or "Contractor"), having its principal office at 1415 California St., Houston, Texas 77006 (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for the Family Planning Program ("Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of with the provisions of Chapter 531 of the Texas Government Code and Title 1 of the Texas Administrative Code, Part 15, Chapter 382, Subchapter B, §§382.101-129.

III. CONTRACT PERIOD

This Contract has two components, the Fee-For-Service component and the Cost Reimbursement component. Given the need to coordinate the contracts associated with the Family Planning Program ("Program") with the TMHP claims process associated with the Fee-For-Service component of the Program, the effective dates for each component are as follows:

The Cost Reimbursement component will be effective upon the signature date of the latter of the Parties to sign the Contract.

The Fee-For-Service component will be effective on August 1, 2016, or upon the signature date of the latter of the Parties to sign the Contract, whichever occurs later.

The Contract shall terminate on August 31, 2017, unless it is renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency reserves the option to renew the Contract for up to two additional two-year terms.

IV. STATEMENT OF SERVICES TO BE PROVIDED

The services to be performed under this Contract are described in the: (1) Family Planning Program Open Enrollment, which is attached hereto as ATTACHMENT A and incorporated herein by this reference; (2) Contractor's revised Program Forms and revised

Budget Documents; which are attached hereto as ATTACHMENTS B and C, respectively, and incorporated herein by this reference; and (3) Contractor's Open Enrollment Application, which is attached hereto as ATTACHMENT D and incorporated herein by this reference.

In the event of a conflict, the order of precedence for these documents is as follows:

Attachment A -- Family Planning Program Open Enrollment Solicitation
Attachment B -- Contractor's revised Program Forms
Attachment C -- Contractor's revised Budget Documents
Attachment D -- Contractor's Open Enrollment Application

Contractor shall provide Family Planning Program services to **1,050** Unduplicated Clients during the term of this Contract.

V. CONTRACT NOT-TO-EXCEED AMOUNT AND PAYMENT PROCESSES

The total amount of this Contract shall not exceed **$299,207** as described in the budget documents contained in ATTACHMENT C, which is attached hereto and incorporated herein by this reference. This Contract is contingent upon the continued availability of funding. If funds become unavailable during the term of this Contract, the System Agency may terminate this Contract without penalty.

Fee-For-Service Payments:

The not-to-exceed amount for the Fee-For-Service component is **$149,604**. Contractor must submit claims in accordance with the requirements of Sections 2.3.3 and 2.3.5 of the Family Planning Program Open Enrollment, ATTACHMENT A.

Cost Reimbursement Payments:

The not-to-exceed amount for the Cost Reimbursement component is **$149,603**. All expenditures under the Contract must be in accordance with ATTACHMENT C. This portion of the Contract will be paid on a cost reimbursement basis as described in Sections 2.3.3 and 2.3.4 of the Family Planning Program Open Enrollment, ATTACHMENT A.

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VI. CONTRACT REPRESENTATIVES.

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency
Health and Human Services Commission -- Women's Health Services
Address: 1100 W. 49th Street
Austin, TX 78756
Attention: Camille Laosebikan
Email: Camille.Laosebikan@hhsc.state.tx.us
Phone: (512) 776-3561

Grantee
Legacy Community Health Services, Inc.
1415 California St.
Houston, Texas 77006
Attention: Katy Caldwell, Executive Director
Email: kcaldwell@legacycommunityhealth.org
Phone: (832) 548-5050

VII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency
Health and Human Services Commission
4900 North Lamar Blvd.
Austin, TX 78751
Attention: HHSC Chief Counsel – Karen Ray

Grantee
Legacy Community Health Services
PO Box 66308
Houston, Texas 77266
Attention: Katy Caldwell, Executive Director

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

VII. DISPUTE RESOLUTION

If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

VIII. EXECUTION OF CONTRACT

The Parties have executed this Contract in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

SYSTEM AGENCY

DocuSigned by:

03CBA91FDC88403...

Name: Lesley French

Title: Associate Commissioner

Date of execution: 10/5/2016

GRANTEE

DocuSigned by:

Katy Caldwell

DBB9218CDCCB4DA...

Name: Katy Caldwell

Title: Executive Director

Date of execution: 10/5/2016

THE FOLLOWING ATTACHMENTS ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE:

ATTACHMENT A – FAMILY PLANNING PROGRAM OPEN ENROLLMENT
ATTACHMENT B – CONTRACTOR'S REVISED PROGRAM FORMS
ATTACHMENT C – CONTRACTOR'S REVISED BUDGET DOCUMENTS
ATTACHMENT D – CONTRACTOR'S OPEN ENROLLMENT APPLICATION
ATTACHMENT E – UNIFORM TERMS AND CONDITIONS
ATTACHMENT F – SPECIAL CONDITIONS
ATTACHMENT G – STATE ASSURANCES
ATTACHMENT H – FEDERAL ASSURANCES
ATTACHMENT I – DATA USE AGREEMENT

Attachment A – Family Planning Program Open Enrollment Solicitation

TEXAS
Health and Human Services Commission

Chris Traylor, Executive Commissioner

Open Enrollment For

Family Planning Program

Enrollment Number: ***529-16-0102***

Enrollment Period Opens: 0*5/27/2016*

Enrollment Period Closes: ***07/12/2016***

NIGP Class/Item Code:

952-42
948-47
948-48
918-88
924-16
948-26
948-55
948-74
948-81

Addendum #1 (June 7, 2016)

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1. GENERAL INFORMATION

1.1. Scope

The State of Texas, by and through the Health and Human Services Commission (HHSC), seeks qualified Applicants to enter into contracts to provide comprehensive Family Planning Program Services, in order to reduce unintended pregnancies, positively affect future pregnancies, and improve health status of women and men in accordance with the specifications contained in this open enrollment.

1.2. Point of Contact

The Health and Human Services Commission (HHSC) Point of Contact for inquiries concerning this open enrollment until the completion of the initial application screening is:

Stefanie Jackson, CTPM
Procurement and Contracting Services (PCS)
Texas Health and Human Services Commission
1100 W. 49th Street, Mail Code 2020
Austin, TX 78756
512.406.2468
Stefanie.Jackson@hhsc.state.tx.us

Applicant must direct all procurement communications relating to this open enrollment to the HHSC Point of Contact named above unless specifically instructed to an alternate Contact by HHSC Procurement and Contracting Services (PCS).

An alternate contact will be provided to Applicants by email upon completion of the initial screening conducted by the PCS Procurement Manager.

1.3. Procurement Schedule

All dates are subject to change at HHSC's discretion. Applications must be received by the HHSC Point of Contact identified in subsection 1.2 by the enrollment closing period provided in the Procurement Schedule below. Late applications will be deemed non-responsive and will not be considered.

Procurement Schedule	
Open Enrollment Period Opens	***05/27/2016***
Open Enrollment Period Closes	***07/12/2016***
HUB Vendor Teleconference	***9:00 AM CST 06/02/16***
HHSC Post Awards to Electronic State Business Daily (ESBD)	***As contracts are executed***
Anticipated Contract Start Date	***07/01/2016***

1.4. Background

1.4.1. Overview of the Health and Human Services Commission (HHSC)

Since 1991, the Texas Health and Human Services Commission (HHSC) has overseen and coordinated the planning and delivery of health and human service programs in Texas. HHSC is established in accordance with Texas Government Code Chapter 531 and is responsible for the oversight of all Texas health and human service agencies (HHS Agencies). HHSC's chief executive officer is Chris Traylor, Executive Commissioner of Health and Human Services.

As a result of the consolidation pursuant to the 78th Texas Legislature, Regular Session (2003), House Bill 2292, some of the contracting and procurement activities for the HHS Agencies have been assigned to the Procurement and Contracting Services (PCS) Division of HHSC. As such, PCS will administer the initial stages of the procurement process, including enrollment announcement and publication, handling of communications from the applicant, as well as managing the receipt and handling of valid applications.

1.5. Eligible Applicants

To be eligible to apply for a contract and receive an award through this open enrollment, Applicants shall:

1.5.1. be an entity free to participate in state contracts and not be debarred by the Texas Comptroller of Public Accounts: http://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/;

1.5.2. be free to participate in federal contracts with the System of Award Management (SAM). Applicant is ineligible to apply for funds under this OE if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs. Search the federal excluded list at the following website: https://www.sam.gov/portal/public/SAM;

1.5.3. be "Active" by the Texas Comptroller of Public Accounts: http://comptroller.texas.gov/;

1.5.4. have a Medical Director that holds a valid and current medical license to practice in the State of Texas; and

1.5.5. be a Medicaid provider in accordance with Title 1, Texas Administrative Code, Part 15, Chapter 352, or must have submitted a Texas Medicaid Provider Enrollment Application;

> **NOTE**: The applicant must include the Texas Provider Identifier (TPI) and the National Provider Identifier (NPI) for each clinic site that will provide Family Planning Program services on Form I. If a clinic site does not have a TPI or NPI, the applicant must provide the date the Texas Medicaid Provider Enrollment Application was submitted on Form I. Applicants can learn more about the Texas Medicaid Provider Enrollment process by referring to the TMHP website.

1.6. Strategic Elements

1.6.1. Contract Type and Term

HHSC will award one or more contracts under this open enrollment. The initial contract period will commence on or about July 1, 2016 and will terminate August 31, 2017. The resulting contracts may be renewed for up to two additional two-year terms.

1.6.2. Contract Elements

The term “contract” means the contract awarded as a result of this open enrollment, which includes the signature document and all attachments thereto, HHSC’s Uniform Terms and Conditions Version 2.12 (UTCs), the HHSC Special Conditions, this open enrollment, and the successful applicants’’ respective application. The UTCs are contained in Appendix F and the HHSC Special Conditions are contained in Appendix G. Additionally, a contract resulting from this open enrollment will be subject to HHSC’s Data Use Agreement (DUA), which will be incorporated in the contract.

HHSC reserves the right to negotiate additional contract terms and conditions. Applicants are responsible for reviewing the UTCs and HHSC Special Conditions and noting any exceptions on the Respondent Information and Disclosures form.

1.7. External Factors

External factors may affect the project, including budgetary and resource constraints. Any contract resulting from the open enrollment is subject to the availability of state. As of the issuance of this open enrollment, HHSC anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If, however, funds are not available, HHSC reserves the right to withdraw the open enrollment or terminate the resulting contract without penalty.

1.8. Legal and Regulatory Constraints

1.8.1. Delegation of Authority

State and federal laws generally limit HHSC’s ability to delegate certain decisions and functions to a contractor, including but not limited to: (1) policy-making authority; and (2) final decision-making authority on the acceptance or rejection of contracted services.

1.8.2. Conflicts of Interest

A conflict of interest is a set of facts or circumstances in which either an Applicant or anyone acting on its behalf in connection with this procurement has past, present or currently planned personal, professional or financial interests or obligations that, in HHSC’s determination, would actually or apparently conflict or interfere with the Applicant’s contractual obligations to HHSC. A conflict of interest would include circumstances in which a party’s personal, professional or financial interests or obligations may directly or indirectly:

- make it difficult or impossible to fulfill its contractual obligations to HHSC in a manner that is consistent with the best interests of the State of Texas;

- impair, diminish or interfere with that party's ability to render impartial or objective assistance or advice to HHSC; or
- provide the party with an unfair competitive advantage in future HHSC procurements.

Neither the applicant nor any other person or entity acting on its behalf, including but not limited to subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement. Before submitting an Application, Applicants should carefully review the UTC's and HHSC Special Conditions for additional information concerning conflicts of interests.

An Applicant must certify that it does not have personal or business interests that present a conflict of interest with respect to the open enrollment and resulting contract (see Required Certifications Form). Additionally, if applicable, the applicant must disclose all potential conflicts of interest. The applicant must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained (see the Respondent Information and Disclosure Form). HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. **Failure to identify potential conflicts of interest may result in HHSC's disqualification of an application or termination of the contract.**

1.8.3. Former Employees of a State Agency

Applicants must comply with Texas laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code §572.054). Such "revolving door" provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees' official responsibility.

As a result of such laws and regulations, an Applicant must certify that it has complied with all applicable laws and regulations regarding former state employees (see the Required Certifications form). Furthermore, an Applicant must disclose any relevant past state employment of the Applicant's or its subcontractors' employees and agents in the Respondent Information and Disclosure form.

1.8.4. Interpretive Conventions

Whenever the terms "shall," "must," or "is required" are used in this open enrollment in conjunction with a specification or performance requirement, the specification or requirement is mandatory.

Whenever the terms "can," "may," or "should" are used in this open enrollment in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement.

1.9. Amendments and Announcements Regarding this Open Enrollment

HHSC will post all official communication regarding this open enrollment on the Electronic State Business Daily (ESBD). HHSC reserves the right to revise the open enrollment at any time. It is the responsibility of each Applicant to comply with any changes, amendments, or clarifications posted to the ESBD. Applicant must check the ESBD frequently for changes and notices of matters affecting this open enrollment.

All questions and comments regarding this open enrollment must be sent to the HHSC Point of Contact identified in subsection 1.2. Questions must reference the appropriate page and section number. HHSC will post subsequent answers to questions to the ESBD as appropriate. HHSC reserves the right to amend answers prior to the open enrollment closing date.

1.10. Delivery of Notices

Any notice required or permitted under this announcement by one party to the other party must be in writing and correspond with the contact information noted in subsection 1.2 of this open enrollment. At all times, Applicant will maintain and monitor at least one active email address for the receipt of Application-related communications from HHSC. It is the Applicant's responsibility to monitor this email address for Application-related information.

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2. STATEMENT OF WORK

2.1. Program Requirements

Family Planning Services are preventive health, medical, counseling, and educational services that assist low-income Texans to manage their fertility and achieve optimal reproductive and general health. Family Planning Program funding shall not be used to provide abortion services or pay direct or Indirect Costs (including overhead, rent, phones, and utilities) of abortion procedures.

The following sections constitute the minimum program requirements for the Family Planning Program. Applicants that meet the eligibility requirements contained in Section 6 of this open enrollment must also meet the requirements described below, **prior to receiving a contract**.

2.1.1. Family Planning Program Certification

All Applicants, prior to the receipt of a contract resulting from this open enrollment, must submit a signed Family Planning Program Certification, which is contained in Form K, or a document that is substantially similar to the content of Form K. An Applicant may submit their certification at the time it submits its Application.

2.1.2. Required and Optional Services

Appendix A contains a list of the required core Family Planning Services that must be provided under the terms of the contracts resulting from this open enrollment. Additionally, Contractors must provide all FDA-approved methods of contraception (with the exception of emergency contraceptive pills) either directly or by referral to another provider of contraceptive services. Contractors must also provide natural family planning methods, basic infertility services, and services to adolescents.

NOTE: Additional information regarding the required contraceptive methods and services is contained in Appendix F, the HHSC Family Planning Program Policy and Procedure Manual.

2.1.2.1. Pharmaceutical Services:

Contractors must be capable of providing limited pharmaceutical services (including contraceptive methods and related medications) to Clients at each of the clinics identified in its application. Accordingly, for each clinic, Contractors will be required to have at least a Class D pharmacy on-site or have applied for a Class D pharmacy license through the Texas Pharmacy Licensing Board. A Class D pharmacy license is required to ensure Clients have immediate access to contraceptive methods and related medications covered under the Fee-For-Service portion of the Family Planning Program.

NOTE: If an Applicant determines that having a Class D pharmacy license is not feasible, the Applicant may request an exemption to this requirement from HHSC.

2.1.2.2. Optional Services:

In addition to the required core Family Planning Services, contraceptive services, and pharmacy services, Contractors may choose to provide any of the optional services that are contained in Appendix B. These optional services include breast and cervical cancer diagnostic services, limited prenatal services, and immunizations.

2.1.3. Medical Director

Contractors must have a Medical Director who has a valid and current medical license in the state of Texas overseeing its Family Planning Program services. Each clinic site must provide Family Planning Services under the purview of a Medical Director licensed in the state of Texas.

NOTE: A Medical Director may oversee Family Planning Services at multiple clinic sites.

2.1.4. Sterilization Services

Contractors that perform sterilization services must do so in accordance with the requirements and limitations contained in the HHSC Family Planning Program Policy and Procedure Manual contained in Appendix F.

2.1.5. Co-pays Charged to Clients

Contractors may charge Clients a co-pay in accordance with the HHSC Family Planning Program policy. However, a Contractor must not collect a co-pay from a client if the Client is unable to pay, or if it creates a barrier to services/care for the Client. Contractors may not deny a Client services because of a Client's inability to pay current fees or any fees owed to the Contractor.

2.1.6. Eligible Client Population Determination

The eligible population for the Family Planning Program consists of women and men who have income at or below 250% of the Federal Poverty Level (FPL), are age sixty-four or younger, and reside in Texas. Contractors will be required to serve all individuals that meet the eligible population requirements. Contractors will be required to screen potentially eligible women and men for program eligibility in accordance with the HHSC Family Planning Program Policy and Procedure Manual.

2.1.7. Administrative Requirements

Contractors must have a billing system and/or process to submit Fee-For-Service claims to the Texas Medicaid Healthcare Partnership.

NOTE: the Texas Medicaid Provider Procedures Manual provides detailed claims submission information and can be accessed on the TMHP website at: http://www.tmhp.com

2.1.7.1. Contractors must ensure compliance with the Reimbursement Processes described in Section 2.3, below.

2.1.7.2. Contractors must use internal Quality Assurance/Quality Improvement (QA/QI) management and processes to monitor Family Planning Services. Contractor must have a QA/QI committee and the Medical Director must be a part of the committee.

2.1.7.3. Contractors must ensure compliance with the reporting requirements described in section 2.2, below.

2.1.7.4. Contractor must ensure the provision of Family Planning Program Services to Clients throughout the entirety of the contract term.

2.1.7.5. Contractors will be required to develop and implement an annual plan to provide Family Planning Program promotion to:

2.1.7.5.1. inform the public of its purpose and services;

2.1.7.5.2. enhance community understanding of its objectives;

2.1.7.5.3. enlist community support; and

2.1.7.5.4. elicit potential Clients.

2.1.7.6. Contractors are required to participate in all HHSC-required Family Planning Program trainings. The four (4) required annual trainings include:

2.1.7.6.1. State of Texas child abuse reporting requirements;

2.1.7.6.2. assessment for human trafficking and intimate partner violence;

2.1.7.6.3. HHSC Family Planning Program Client eligibility and billing; and

2.1.7.6.4. continuing education credits regarding long-acting reversible contraception (LARC). Family Planning Program trainings may include webinars, conference calls, and in-person trainings.

2.1.7.7. **NOTE:** The selected contractor(s) may attend HHSC-required trainings in person or participate remotely.

2.1.8. Clinic Site Readiness

Each of the Contractor's clinics that will provide Family Planning Services must meet the clinic readiness criteria identified on Form H.

2.1.9. Rules/Policy

Contractors will be required to comply with the requirements set out in the applicable Family Planning Program rules, which are currently contained in Title 25, Part 1 of the Texas Administrative Code, Chapter 39, Subchapter B, Rule §§39.33 and 39.38, as currently enacted or as later modified. The applicable Family Planning Program rules are contained in Appendix C. Additionally, Contractors will be required to comply with the Family Planning Program requirements set out in the HHSC Family Planning Program Policy and Procedure Manual contained in Appendix F. The HHSC Family Planning Program Policy and

Procedure Manual may be revised without the need of a written modification to the contracts resulting from this open enrollment.

2.1.10. Procurement Forms

Applicants must sign and submit all of the forms contained in Appendix I prior to receiving a contract resulting from this open enrollment.

2.2. Reporting Requirements

Contractors must adhere to the following reporting requirements to ensure contract obligations have been met. The reports will assist HHSC with tracking progress towards objectives; evaluating and validating performance; ensuring adherence to policy; and ensuring availability and access to services.

HHSC may review, approve, or require modifications to the reporting requirements at its discretion. The agreed upon format will be determined prior to submission of the required report. Contractors will be provided with reporting templates post-award.

Contractors will be required to report on required Professional Development activities on an annual basis. The information contained in these reports must, at a minimum, include: topic, date, and source or presenting body.

Professional Development	Reporting Period	Reporting Due Date
Documentation of Professional Development Activities conducted.	Annually	On or before September 30, 2017

Contractors will be required to report on program promotion activities by providing a Program Promotion report in accordance with requirements set forth in Family Planning Program/Outreach Annual Report, to be provided by HHSC. The information contained in this report must include: the activity, dates, number of agency staff monitoring, number of estimated potential Clients, community partners, type of media presented, and successes and challenges of activities.

Program Promotion	Reporting Period	Reporting Due Date
Description of Program Promotion Activities	Annually	On or before August 15, 2016.
Documentation of Program Promotion Activities conducted	Annually	On or before September 30, 2017

Contractors will be required to report on program services provided to Clients by completing a Family Planning Program Annual Report, to be provided by HHSC. The information contained in this report must include: numbers of Clients served and successes and challenges of providing services.

Annual Report	Reporting Period	Reporting Due Date
Family Planning Program Annual Report	Annually	On or before January 30, 2018

2.3. Funding Request and Reimbursement Processes for Family Planning Program Services

Family Planning Program funding shall not be used to provide abortion services or pay direct or Indirect Costs (including overhead, rent, phones, and utilities) of abortion procedures. Contractors must provide Family Planning Program Services as required under the resulting contracts to serve the number of proposed Unduplicated Clients during the term of the contract. Accordingly, on Form E, Applicant must propose the number of Unduplicated Clients it will serve during the term of the contract resulting from this enrollment.

If funds for these Contracts become unavailable during any budget period, HHSC may immediately terminate or reduce the amount of the resulting Contract at the discretion of HHSC. Contractor will have no right of action against HHSC if HHSC cannot perform its obligations under this Contract due to a lack of funding for any activities or functions outlined in Section 2 of this open enrollment. HHSC does not guarantee funding at any level and may increase or decrease funds at any time during the term of a Contract resulting from this open enrollment.

2.3.1. Reimbursement Options:

Family Planning Program contractors may seek reimbursement for project costs using the following methods:

2.3.1.1. Contractors will be reimbursed using the Fee-For-Service reimbursement method by submitting claims to TMHP for direct clinical care services provided to Clients, which will then be paid by HHSC; and

2.3.1.2. Contractors may seek cost reimbursement for services that enhance the Fee-For-Service services provided to Clients by submitting monthly vouchers for expenses detailed in the categorical budget attached to a contractor's contract.

Accordingly, Applicants must indicate the amount of their total proposed funding request that may be reimbursed using the Fee-For-Service reimbursement method only or using both of the methods (Fee-For-Service and cost reimbursement) on Form E.

NOTE: Applicants may request up to 100% of their total funding request to be reimbursed through the Fee-For-Service reimbursement method or Applicants may request a portion of their funding request to be reimbursed on a cost reimbursement basis in addition to the Fee-For-Service reimbursement method. However, the cost reimbursement amount requested may not exceed 50% of Applicant's total proposed funding request and ultimately, its funding award.

2.3.2. Budget Requirements:

In accordance with the requirements contained in Forms F and F-1 through F-7, Applicant must develop a categorical budget, where costs may be allocated to any of the following categories the Applicant identifies during its budget development process:

2.3.2.1. Personnel

2.3.2.2. Fringe Benefits

2.3.2.3. Travel

2.3.2.4. Equipment

2.3.2.5. Supplies

2.3.2.6. Contractual

2.3.2.7. Other

2.3.2.8. Indirect Costs

NOTE: Indirect Costs are costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.

Applicants must base their budget and funding request on the requirements contained in Section 2 of this open enrollment.

Applicants must separately identify value-added benefits, cost-savings and cost-avoidance methods and measures, and the effect of such methods on the budget, requested funding, and Program Requirements.

2.3.3. Reimbursement for Services

All Family Planning Program funds are required to be used to assist Clients in planning their families, whether it is to achieve, postpone, or prevent pregnancy. Family Planning Program services will be reimbursed as follows:

2.3.3.1. All direct Client clinical services provided under the contract resulting from this procurement will be reimbursed using the Fee-For-Service reimbursement method, which requires Contractors to submit their claims to TMHP for services rendered. However, the claims will be paid by HHSC; and

NOTE: Services contained in Appendices A and B are allowable Fee-For-Service program services under the Family Planning Program.

2.3.3.2. Contractors may be reimbursed by HHSC for up to 50% of the total amount of funding awarded on a cost reimbursement basis, which requires contractors to submit monthly vouchers for expenses outlined in the categorical budgets of their respective contracts.

NOTE: Categorical Family Planning Program funds (cost reimbursement funds) must be directly related to support services that enhance clinical outcomes for Clients served under the Fee-For-Service program.

2.3.4. Cost Reimbursement Process

Contractors may seek reimbursement for project costs by submitting monthly vouchers for expenses outlined in the categorical budget included in their contract for the cost reimbursement portion of the Family Planning Program.

Family Planning Program funds will be disbursed to contractors through a voucher system as expenses are incurred during the contract term.

Reimbursement must be requested by using a purchase voucher and providing supporting documentation. Vouchers and supporting documentation must be submitted monthly, within 30 days following the end of the month in which the costs were incurred.

Program Income received from the provision of Fee-For-Service services must be expended before Family Planning Program cost reimbursement funds are requested through the voucher process. Contractors will be required to submit monthly vouchers even if Program Income equals or exceeds program expenses. When program expenses exceed Program Income, the monthly voucher will result in a payment up to the not-to-exceed amount of the contract.

2.3.5. Fee-For-Service Reimbursement Process

Contractors must submit their Fee-For-Service claims to TMHP using the 2017 Family Planning Claim Form. The Texas Medicaid Provider Procedures Manual provides detailed claims submission information and can be accessed on the TMHP website at http://www.tmhp.com.

HHSC Family Planning Program claims or appeals must be filed within certain timeframes:

2.3.5.1. Initial claims submission: Submitted within 95 days of the date of service on the claim or date of any third party insurance explanation of benefit (EOB). If the 95th day falls on a weekend or holiday, the filing deadline is extended until the next business day.

2.3.5.2. Appeals: Submitted within 120 days of the date on the R&S Report on which the claim reaches a finalized status. If the 120th day falls on a weekend or holiday, the filing deadline is extended until the next business day. If the claim is denied for late filing due to the initial submission deadline, documentation of timely filing must be submitted along with the claim appeal. Refer to the TMPPM for further information.

2.3.5.3. All claims and appeals must be submitted and processed within 60 days after the end of the contract period.

2.3.5.4. All claims must continue to be billed and denied claims appealed even after the contract funding limit has been met.

NOTE: If a Client co-pay is collected, Contractors are required to include that amount on the corresponding Fee-For-Service claim. Contractors may charge Clients a co-pay based on HHSC Family Planning Program policy. However, Contractors may not collect a co-pay if the Client is unable to pay, or if it creates a barrier to care/services for the Client. Contractors must not deny a Client services because of the Client's inability to pay current fees or any fees owed.

2.4. Service Delivery Area(s)

The geographic area to be served consists of HHSC Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11. A map of all HHSC Regions may be accessed at the following link:

http://www.hhsc.state.tx.us/about_hhsc/Regions/

NOTE: Applicants should click on a specific Region to view a list of counties found within the Region.

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3. HISTORICAL UTILIZATION

3.1. Historical Utilization

3.1.1. The table below is an estimate of the number of women at or below 200% of the Federal Poverty Level (FPL). It provides a rough estimate of the need for services statewide. For county level data, see Appendix J.

	Women Eligible for Family Planning Services	
Region	**Number**	**Percent**
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

The remainder of the page is intentionally left blank.

4. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

In accordance with Texas Government Code Chapter 2161, Subchapter F, §2161.252 (b) and in accordance with Texas Administrative Code §20.14(b)(3), an Application that does not contain a HUB Subcontracting Plan (HSP) is non-responsive. Applications that do not include a completed HUB subcontracting plan in accordance with this subsection shall be rejected due to material failure to comply with Government Code, §2161.252(b).

4.1 Introduction

The sole point of contact for HUB inquires:

Texas Health and Human Services Commission
Sherice Williams, HUB Coordinator
Phone: (512) 406-2542
E-mail: sherice.williams@hhsc.state.tx.us

HHSC is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. HHSC has adopted administrative rules relating to HUBs and a Policy on the Utilization of HUBs which is located on HHSC's website.

Pursuant to Texas Government Code §2161.181 and §2161.182 and HHSC's HUB policy and rules, HHSC is required to make a good faith effort to increase HUB participation in its contracts. HHSC may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

4.2 HHSC's Administrative Rules

HHSC has adopted the CPA's HUB rules as its own. HHSC's rules are located in the Texas Administrative Code Title 1, Part 15, Chapter 391, Subchapter G and the CPA rules are located in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B. If there are any discrepancies between HHSC's administrative rules and this open enrollment, the rules shall take priority.

4.3 Statewide Annual HUB Utilization Goal

The CPA has established statewide annual HUB utilization goals for different categories of contracts in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, §20.13 of the HUB rules In order to meet or exceed the statewide annual HUB utilization goals, HHSC encourages outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process.

This procurement is classified as an All Other Services procurement under the CPA rule and therefore has a statewide annual HUB utilization goal of 26% per fiscal year.

4.4 Required HUB Subcontracting Plan

In accordance with Texas Government Code Chapter 2161, Subchapter F, §2161.252 each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, Applications, offers, or other applicable expressions of interest for the contract, determine whether there will be subcontracting opportunities under the contract. If the state agency determines that there is that probability, the agency shall require that each bid, proposal, offer, or other applicable expression of interest for the Contract include a Historically Underutilized Business Subcontracting Plan.

In accordance with Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, §20.14 (a)(1)(C) of the HUB Rule, state agencies may determine that subcontracting is probable for only a subset of the work expected to be performed or the funds to be expended under the contract. If an agency determines that subcontracting is probable on only a portion of a contract, it shall document its reasons in writing for the procurement file.

HHSC has determined that subcontracting opportunities are probable for this Application. As a result, the Applicant must submit an HSP with its Application. The HSP is required whether an Applicant intends to subcontract or not.

In the HSP, an Applicant must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt an Applicant from completing the HSP requirement.

HHSC shall review the documentation submitted by the Applicant to determine if a good faith effort has been made in accordance with open enrollment and HSP requirements. During the good faith effort evaluation, HHSC may, at its discretion, allow revisions necessary to clarify and enhance information submitted in the original HSP.

If HHSC determines that the Applicant's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

4.5 CPA Centralized Master Bidders List

Applicants may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at http://www2.cpa.state.tx.us/cmbl/cmblhub.html. For this procurement, HHSC has identified the following class and item codes for potential subcontracting opportunities:

4.5.1 National Institute of Governmental Purchasing (NGIP) Class/Item Code(s):

- **Class 918,** Consulting Services **– Item 88:** Quality Assurance/Control Consulting
- **Class 924,** Education/Training Services **– Item 16:** Course Development Services, Instructional/Training
- **Class 948,** Health Related Services **– Item 26:** Cytology Screening Services
- **Class 948** Health Related Services **– Item 48:** Health Care Services (Not Otherwise Classified)
- **Class 948** Health Related Services **– Item 55:** Medical and Laboratory Services (Non-Physician)

- **Class 948** Health Related Services **– Item 74:** Professional Medical Services (Including Physicians, Pharmacists, and All Specialties), (*Including Physicians, Pharmacists and all Specialties)*
- **Class 948** Health Related Services **– Item 81:** Radiation Therapy Treatment Services

Applicants are not required to use, nor limited to using, the class and item codes identified above, and may identify other areas for subcontracting.

HHSC does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so Applicants are encouraged to refer to the CMBL often to find the most current listing of HUBs.

4.6 HUB Subcontracting Procedures – If an Applicant Intends to Subcontract

An HSP must demonstrate that the Applicant made a good faith effort to comply with HHSC's HUB policies and procedures. The following subparts outline the items that HHSC will review in determining whether an HSP meets the good faith effort standard. An Applicant that intends to subcontract must complete the HSP to document its good faith efforts.

4.6.1 Identify Subcontracting Areas and Divide Them into Reasonable Lots

An Applicant should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

4.6.2 Notify Potential HUB Subcontractors

The HSP must demonstrate that the Applicant made a good faith effort to subcontract with HUBs. The Applicant's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:
Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The Applicant must determine which portions of work, including goods and services, will be subcontracted.

Use the appropriate method(s) to demonstrate good faith effort. The Applicant can use either method(s) 1, 2, 3, 4 or 5:

4.6.2.1 Method 1: Applicant Intends to Subcontract with only HUBs:

The Applicant must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms <u>100%</u> of all available subcontracting opportunities will be performed by one or more HUBs; <u>**or,**</u>

4.6.2.2 Method 2: Applicant Intends to Subcontract with HUB Protégé(s):

The Applicant must identify in the HSP the HUB Protégé(s) that will be utilized and should:

- include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to HHSC, and
- identify areas of the HSP that will be performed by the Protégé.

HHSC will accept a Mentor Protégé Agreement that has been entered into by an Applicant (Mentor) and a certified HUB (Protégé) in accordance with Texas Government Code §2161.065. When an Applicant proposes to subcontract with a Protégé(s), it does not need to provide notice to three (3) HUB vendors for that subcontracted area.

Participation in the Mentor Protégé Program, along with the submission of a Protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé; **or,**

4.6.2.3 Method 3: Applicant Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):

The Applicant must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this open enrollment. When utilizing this method, only HUB subcontractors that have existing contracts with the Applicant for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this open enrollment, Applicants may also use non-HUB subcontractors; **or,**

4.6.2.4 Method 4: Applicant Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):

The Applicant must identify in the HSP and submit documentation regarding both of the following requirements:

- Written notification to trade organizations and/or development centers to assist in identifying potential HUBs of the subcontracting opportunities with whom the Applicant intends to subcontract.

  Applicants must give trade organizations and/or development centers at least seven (7) working days prior to submission of the Applicant's Application for dissemination of the subcontracting opportunities to their members. A list of trade organizations and/or development centers is located on CPA’s website under the Minority and Women Organization Links.

- Written notification to at least three (3) HUB businesses of the subcontracting opportunities that the Applicant intends to subcontract. The written notice must be sent to potential HUB subcontractors prior to submitting Applications and must include:
    - a description of the portion of the SOW to be subcontracted;
    - information regarding the location to review project plans or specifications;
    - information about bonding and insurance requirements;
    - required qualifications and other contract requirements; and
    - a description of how the subcontractor can contact the Applicant.

- Applicants must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the Applicant's Application unless circumstances require a different time period, which is determined by the agency and documented in the contract file.

- Applicants must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Applicants may rely on the services of contractor groups, local, state and federal business assistance offices, and other organizations that provide assistance in identifying qualified applicants for the HUB program.

4.6.3 Written Justification of the Selection Process

HHSC will make a determination if a good faith effort was made by the Applicant in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the Applicant's good faith efforts in developing and submission of the HSP. HHSC may require the Applicant to submit additional documentation explaining how the Applicant made a good faith effort in accordance with the open enrollment.

An Applicant must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the Applicant negotiated in good faith with qualified HUB bidders and did not reject qualified HUBs who were the best value responsive bidders.

4.7 Method 5: Applicant Does Not Intend to Subcontract

When the Applicant plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.

The Applicant must complete the "Self Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5. In addition, the Applicant must identify the sections of the Application that describe how it will complete the SOW using its own resources or provide a statement explaining how it will complete the SOW using its own resources. The Applicant must agree to comply with the following if requested by HHSC:
- provide evidence of sufficient Applicant staffing to meet the Application requirements;
- provide monthly payroll records showing the Applicants staff fully dedicated to the contract;
- allow HHSC to conduct an onsite review of company headquarters or work site where services are to be performed and,
- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the SOW.

4.8 Post-award HSP Requirements

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful Applicant(s).

After contract award, HHSC will coordinate a post-award meeting with the successful Applicant to discuss HSP reporting requirements. The Contractor must maintain business records documenting compliance with the HSP and must submit monthly subcontract reports to HHSC by completing the HUB HSP Prime Contractor Progress Assessment.

This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.

As a condition of award, the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.

During the term of the contract, if the parties amend the contract to include a change to the SOW or add additional funding, HHSC will evaluate to determine the probability of additional subcontracting opportunities. When applicable, the Contractor must submit an HSP change request for HHSC review. The requirements for an HSP change request will be covered in the post-award meeting.

When making a change to an HSP, the Contractor will obtain prior written approval from HHSC before making any changes to the HSP. Proposed changes must comply with the HUB Program good faith effort requirements relating to the development and submission of a HSP.

If the Contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 4.6 of this Application (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, and/or participate in the Mentor Protégé Program).

For this reason, HHSC encourages Applicants to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the Applicant plans to subcontract. Selecting additional subcontractors may help the selected Contractor make changes to its original HSP, when needed, and will allow HHSC to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract and will be subject to remedial actions. HHSC may also report noncompliance to the CPA in accordance with the provisions of the Vendor Performance and Debarment Program.

5. INFORMATION AND SUBMISSION INSTRUCTIONS

5.1. Open Enrollment Cancellation/Partial Award/Non-Award

At its sole discretion, HHSC may cancel this open enrollment, make partial award, or no awards.

5.2. Right to Reject Applications or Portions of Applications

At its sole discretion, HHSC may reject any and all responses or portions thereof.

5.3. Joint Applications

HHSC will not consider joint or collaborative responses that require it to contract with more than one Applicant in a single contract.

5.4. Withdrawal of Applications

Applicants have the right to withdraw their Application from consideration at any time prior to Contract award, by submitting a written request for withdrawal to the HHSC Point of Contact, as designated in subsection 1.2.

5.5. Costs Incurred

Applicants understand that issuance of this open enrollment in no way constitutes a commitment by the HHS agency to award a Contract or to pay any costs incurred by an Applicant in the preparation of an Application in response to this open enrollment. The HHS agency is not liable for any costs incurred by an Applicant prior to issuance of, or entering into a formal agreement, Contract, or purchase order. Costs of developing applications, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by an Applicant are entirely the responsibility of the Applicant, and will not be reimbursed in any manner by the State of Texas.

5.6. Use of Subcontractors

Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the Applicant. No subcontract under the contract shall relieve the Applicant of the responsibility for ensuring the requested services are provided. Applicants planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

5.7. HUB Vendor Teleconference

HHSC will hold a HUB vendor teleconference call on **June 2, 2016** at **9:00 A.M. (CST) to discuss HUB requirements and to review the HUB PowerPoint presentation posted as Package 2 on the Electronic State Business Daily (ESBD) and embedded below.** Please make a copy of the PowerPoint presentation for the teleconference call.

Teleconference information: **1-877-226-9790**, access code: **8802578#**. Vendor conference attendance is strongly recommended, but is not required.

HUB Vendor
Conference PowerPo

5.8. Application Submission Instructions

Applicant must submit two (2) paper copies and two (2) electronic copies of all required documents as scanned versions (.pdf) on separate portable media devices, such as flash drives or compact discs. These devices and their content must be compatible with Microsoft Office 2013. Applicants must ensure there are no encryptions on these devices, so as to prevent HHSC from opening the documents. **The electronic Application submission must be organized as directed in subsection 5.9 of this open enrollment**. If Applicant is having difficulty providing an electronic Application submission, contact the HHSC Point of Contact identified in subsection 1.2 of this open enrollment for hard copy submittal accommodations.

Each media device must be labeled with the following information:

- Name of the Organization;
- Organization’s point of contact;
- Organization’s point of contact’s job title;
- Organization’s point of contact’s telephone number and Email address;
- HHSC Procurement number of this open enrollment; and
- Date of submission

5.9. Organization of Electronic Submission of Application

Applicant should organize its scanned and signed Application packets in the following order and format. Each electronic copy of the Application packet should include the following respective listed documents and the documents should be in the following order. As discussed in Section 2.1, an applicant that meets the initial screening criteria will not be entitled to receive a contract until all of the forms listed below are received by HHSC.

Completed Forms A-K
Form A: Face Page
Form A-1: Application Narrative
Form B: Table of Contents and Checklist
Form C: Texas Counties and Regions
Form D: Family Planning Program Contact Person Information
Form E: Family Planning Funding Request and Proposed Number of Unduplicated Clients
Form F: Budget Summary
Forms F1-F7: Budget Category Detail Forms
Form G: Family Planning Program Applicant Readiness
Form H: Family Planning Clinic Site Readiness
Form I: Family Planning Clinic Sites
Form J: Family Planning Services Profile Table
Form K: Family Planning Certification
Appendix I: Certifications and Other Required Forms

5.10. Delivery of Applications

5.10.1. Submit the Application to HHSC Procurement and Contracting Services (PCS) Division provided below. **All required documents must be received by PCS by the due date and time listed in the Procurement Schedule in subsection 1.3 of this open enrollment.**

Delivery Option
Physical Address for Delivery (Operating Hours – 8:00 A.M. to 5:00 P.M.)
Health and Human Services Commission Attn: ***Bid Coordinator*** Procurement and Contracting Services Building 1100 W. 49th St. Mail Code: 2020 Austin, Texas 78756

5.10.2. PCS will date and time-stamp all submissions when received. The clock in the PCS office is the official timepiece for determining compliance with the deadlines in this procurement. HHSC reserves the right to reject late submissions. It is the Applicant's responsibility to appropriately mark and deliver the Application to HHSC by the specified time and date. All Applications must be submitted by hand delivery, by courier, or by mail.

5.10.3. HHSC will not accept Applications by any other method of delivery (e.g., telephone, facsimile, or email).

5.10.4. All Applications become the property of HHSC after submission.

5.10.5. Submission of an Application does not execute a Contract.

6. ELIGIBILITY DETERMINATION

6.1. Initial Compliance Screening

HHSC will perform an initial screening of all Applications received.

If the Application passes the initial screening, the Applicant will be contacted for further instructions or actions.

6.2. Unresponsive Applications

Unless Applicant has taken action to withdraw the Application for this open enrollment, an Application will be considered unresponsive and will not be considered further when any of the following conditions occurs:

6.2.1. The Applicant fails to meet major open enrollment specifications, including:

6.2.1.1. The Applicant fails to submit the required Application by the closing of the open enrollment period provided in subsection 1.3 of this open enrollment.

6.2.1.2. The Applicant is not eligible under subsection 1.5 of this open enrollment.

6.2.2. The Application is not signed.

6.3. Corrections to Application

Applicants have the right to amend their Application at any time prior to an unresponsive decision or Contract award decision by submitting a written amendment to the HHSC Point of Contact, as designated in subsection 1.2. HHSC may request modifications to the Application at any time.

6.4. Additional Information

By submitting an Application, the Applicant grants HHSC the right to obtain information from any lawful source regarding the Applicant's, its directors', officers', and employees:

6.4.1. Past business history, practices, and conduct;

6.4.2. Ability to supply the goods and services; and

6.4.3. Ability to comply with Contract requirements.

By submitting an Application, the Applicant generally releases from liability and waives all claims against any party providing HHSC information about the Applicant. HHSC may take such information into consideration in screening or the validation of information on Applications or supporting documentation.

6.5. Method of Allocation

Total funding available under this open enrollment is $40,000,000.

The Family Planning Program funding awards will be distributed first to public entities that provide family planning services (that include state, county and local community health centers, Federally Qualified Health Centers, and clinics under the Baylor College of Medicine, then to non-public entities that provide comprehensive primary and preventive care as a part of their family planning services, and finally to non-public entities that provide family planning services but do not provide comprehensive primary and preventive care.

Funding award decisions will be based on available funds, a regional assessment of women at or below 200 percent of the Federal Poverty Level (FPL), Applicant readiness, and proposed number of Clients to be served by the Applicant. HHSC will give Applicants that utilize Community Health Workers and/or provide services in the identified underserved counties, priority in funding determinations. The underserved counties include: Bell, Cameron, Comal, Hays, Hidalgo, Hill, Lubbock, McLennan, Potter, Randall, Starr, Travis, Webb, Williamson, and Zapata.

REGION	Family Planning Program Funding
Texas, all Regions	$40,000,000
Region 1	$1,330,366
Region 2	$802,141
Region 3	$9,835,976
Region 4	$1,699,500
Region 5	$1,178,344
Region 6	$9,264,794
Region 7	$4,366,609
Region 8	$4,168,212
Region 9	$823,507
Region 10	$1,744,224
Region 11	$4,786,328

NOTE: During the term of the contract(s) awarded as a result of this open enrollment, HHSC reserves the right to distribute or redistribute funds in any manner HHSC deems necessary to ensure that the Family Planning Program does not severely limit or eliminate access to services to any region of the state.

7. GLOSSARY

TERM	DEFINITION
Affiliate	An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates a common ownership, management, or control, a franchise, or the granting or extension of a license or other agreement that authorizes the entity to use the other entity's brand name, trademark, service mark, or other registered identification mark
Applicant	Any individual or entity that submits an application for Enrollment pursuant to this open Enrollment.
Application	An Application submitted by an Applicant in response to this Open Enrollment.
Client	An individual who has been screened and successfully completed the eligibility process for the Family Planning Program.
Community Health Worker	A person who, with or without compensation, is a liaison and provides cultural mediation between health care and social services and the community. A Community Health Worker (CHW) is a trusted member of the community who: has a close understanding of the ethnicity, language, socio-economic status, and life experiences of the community served; assists people gain access to needed services; and increases health knowledge and self-sufficiency through a range of activities such as outreach, client navigation and follow-up to community health education and information, informal counseling, social support, advocacy, and participation in clinical research. A Certified CHW is an individual with current certification as a Community Health Worker issued by the Department of State Health Services.
Elective Abortion	The intentional termination of a pregnancy by an attending physician who knows that the female is pregnant, using any means that is reasonably likely to cause the death of the fetus. The term does not include the use of any such means to terminate a pregnancy that resulted from an act of rape or incest; in a case in which a female suffers from a physical disorder, physical disability, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy, that would, as certified by a physician, place the female in danger of death or risk of substantial impairment of a major bodily function unless an abortion is performed; or in aa case in which a fetus has a life-threatening physical condition that, in reasonable medical judgment, regardless of the provision of life-saving treatment, is incompatible with life outside the womb.
Family Planning Program	A state-funded program administered by HHSC to provide Family Planning Services to eligible females and males.

TERM	DEFINITION
Family Planning Services	Educational or medical activities that enable individuals to determine the number and spacing of their children and to select the means by which this may be achieved. These services include contraceptive services, pregnancy testing and counselling, health screenings, and sexually transmitted infection screening and services.
Federal Poverty Level (FPL)	The set minimum amount of income that a family needs for food, clothing, transportation, shelter, and other necessities. In the United States, this level is determined by the United States (U.S.) Department of Health and Human Services. FPL varies according to household size. Public assistance programs, such as Medicaid in the U.S., define eligibility income limits as some percentage of FPL.
Fee-For-Service	Payment mechanism for services that are reimbursed on an agreed rate per unit of service (also known as unit rate).
Health and Human Services Commission (HHSC)	The state agency that has oversight responsibilities for designated health and human services agencies, including DSHS, and administers certain health and human services programs including the Texas Medicaid Program, Children's Health Insurance Program (CHIP), and Medicaid waste, fraud, and abuse investigation
Healthy Texas Women Program (HTW Program)	HTW is a state-funded program administered by HHSC to provide eligible Uninsured women with Women's Health Services and Family Planning Services.
Indirect Costs	Costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities. Refer to Budget Summary Instructions of this document for greater detail. Indirect cost should not exceed 15% of the total personnel cost.
Medicaid	Title XIX of the Social Security Act; reimburses for health care services delivered to low-income clients who meet eligibility guidelines.
Program Income	Monies collected directly by the contractor for services provided under the contract award. Program income includes Client co-pay fees, Client donations, and HHSC Family Planning Program Fee-For-Service reimbursements.
Promote	Advancing, advocating, or popularizing Elective Abortions.

TERM	DEFINITION
Readiness	A determination that Applicant has the specified attributes to support a given service, the ability to meet program and contractual requirements, and the capacity to achieve service levels based on services proposed to be provided with the funds awarded under a contract resulting from this procurement.
State Fiscal Year	The twelve-month period beginning September 1st and ending August 31st.
Texas Medicaid and Healthcare Partnership (TMHP)	The Texas Medicaid Claims and Primary Care Case Management (PCCM) Administrator.
Texas Women's Health Program (TWHP)	TWHP is a state-funded program administered by HHSC to provide eligible Uninsured women with Women's Health Services and Family Planning Services that is being replaced with the HTW Program.
Unduplicated Client	An HHSC Family Planning Program Client who is counted only one time during a State Fiscal Year, regardless of the number of visits, encounters, or services he/she receives (e.g., one client seen four times during the State Fiscal Year is counted as one Unduplicated Client).
Uninsured	Not having medical insurance or not enrolled in a medical assistance program, such as Medicaid.
Women's Health Services	Preventative health services that are beneficial to a woman's reproductive health including, but not limited to, vaccines and immunizations, breast cancer screening, cervical cancer screening and treatment, and gynecological services including cancer screening or repair of abnormalities.

8. Programmatic Acronyms

ADA	Americans with Disabilities Act
CWH	Community Health Worker
CLIA	Clinical Laboratory Improvement Amendments
CPT	Current Procedural Terminology
FDA	Federal Drug Administration
FPL	Federal Poverty Level
HHSC	Health and Human Services Commission
HTW	Healthy Texas Women Program
NPI	National Provider Identifier
QA	Quality Assurance
QI	Quality Improvement
STD	Sexually Transmitted Disease
STI	Sexually Transmitted Infection
TMHP	Texas Medicaid Healthcare Partnership
TPI	Texas Provider Identifier
TWHP	Texas Women's Health Program

9. FORMS

The remainder of the page is intentionally left blank.

Texas Health and Human Services Commission – Family Planning FY17 Open Enrollment

FORM A: FACE PAGE

This form requests basic information about the Applicant and project, including the signature of the authorized representative. The face page must be completed in its entirety.

APPLICANT INFORMATION

1) LEGAL BUSINESS NAME:

2) MAILING Address Information (include mailing address, street, city, county, state and zip code):

3) PAYEE Name and Mailing Address (if different from above):

4) DUNS Number (9-digit):

5) Health and Human Service Region:

6) Federal Tax ID No. (9 digit), State of Texas Comptroller Vendor ID No. (14 digit) or Social Security Number (9 digit):

**The Applicant acknowledges, understands and agrees that the Applicant's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.*

7) TYPE OF ENTITY (check all that apply):

- ☐ City
- ☐ County
- ☐ Other Political Subdivision
- ☐ State Agency
- ☐ Indian Tribe
- ☐ Nonprofit Organization*
- ☐ For Profit Organization*
- ☐ HUB Certified
- ☐ Community-Based Organization
- ☐ Minority Organization
- ☐ Faith Based (Nonprofit Org)
- ☐ Individual
- ☐ Federally Qualified Health Centers
- ☐ State Controlled Institution of Higher Learning
- ☐ Hospital
- ☐ Private
- ☐ Other (specify): ____________________

**If incorporated, provide 10-digit charter number assigned by Secretary of State:*

8) BUDGET PERIOD: Start Date: July 1, 2016 End Date: August 31, 2017

9) COUNTIES SERVED BY FAMILY PLANNING PROJECT: (complete Form C:Texas Counties and Regions)

10) PRIMARY PLACE OF SERVICES PROVIDED:

11) TOTAL FUNDING REQUESTED:

Fee for Service: Categorical:

12) PROJECTED EXPENDITURES

Does Applicant's projected federal expenditures exceed $500,000, or its projected state expenditures exceed $500,000, for Applicant's <u>current fiscal year</u> (excluding amount requested in line 9 above)? **

Yes ☐ No ☐

***Projected expenditures should include anticipated expenditures under all federal grants including "pass through" federal funds from all state agencies, or all anticipated expenditures under state grants, as applicable.*

13) FAMILY PLANNING (FP) PRIMARY CONTACT PERSON
Name:
Phone:
Fax:
Email:

14) FINANCIAL OFFICER
Name:
Phone:
Fax:
Email:

The facts affirmed by me in this proposal are truthful and I warrant the Applicant is in compliance with the assurances and certifications contained in APPENDIX I: HHSC Assurances and Certifications. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the Applicant and I (the person signing below) am authorized to represent the Applicant.

15) AUTHORIZED REPRESENTATIVE
Name:
Title:
Phone:
Fax:
Email:

16) SIGNATURE OF AUTHORIZED REPRESENTATIVE

17) DATE

FORM A: FACE PAGE INSTRUCTIONS

This form provides basic information about the Applicant and the proposed project with the Texas Health and Human Services Commission (HHSC), including the signature of the authorized representative. It is required to be completed. Signature affirms the facts contained in the Applicant's response are truthful and the Applicant is in compliance with the assurances and certifications contained in APPENDIX I: HHSC Assurances and Certifications, acknowledges that continued compliance is a condition for the award of a contract. Please follow the instructions below to complete the face page form and return with the Applicant's proposal.

1) LEGAL BUSINESS NAME - Enter the legal name of the Applicant.

2) MAILING ADDRESS INFORMATION - Enter the Applicant's complete physical and mailing address, city, county, state, and zip code.

3) PAYEE NAME AND MAILING ADDRESS - Payee – Entity involved in a contractual relationship with Applicant to receive payment for services rendered by Applicant and to maintain the accounting records for the contract; i.e., fiscal agent. Enter the PAYEE's name and mailing address if PAYEE is different from the Applicant. The PAYEE is the corporation, entity or vendor who will be receiving payments.

4) DUNS NUMBER – 9 digit Dun and Bradstreet Data Universal Numbering System (DUNS) number. This can be obtained at: http://fedgov.dnb.com/webform

5) HEALTH AND HUMAN SERVICE REGION – Enter contractor's Health and Human Service Region. A map of all HHSC regions may be accessed at the following link: http://www.hhsc.state.tx.us/about_hhsc/Regions/.

6) FEDERAL TAX ID / STATE OF TEXAS COMPTROLLER VENDOR ID / SOCIAL SECURITY NUMBER - Enter the Federal Tax Identification Number (9-digit) or the Vendor Identification Number assigned by the Texas State Comptroller (14-digit). *The Applicant acknowledges, understands and agrees the Applicant's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.

7) TYPE OF ENTITY - Check the type of entity as defined by the Secretary of State at http://www.sos.state.tx.us/corp/businessstructure.shtml, http://www.sos.state.tx.us/corp/nonprofit_org.shtml, and/or the Texas State Comptroller at https://fmx.cpa.state.tx.us/fmx/pubs/tins/tinsguide/2009-04/TINS_Guide_0409.pdf. Check all other boxes that describe the entity.

8) BUDGET PERIOD - Enter the budget period for this proposal. Budget period is defined in the Open Enrollment solicitation.

9) COUNTIES SERVED BY FAMILY PLANNING PROJECT - List the proposed counties served by the project and complete Form C: Texas Counties and Regions.

10) PRIMARY PLACE OF SERVICES PROVIDED – Enter the primary city, state, and 9-character zip code in which the Family Planning Services will be performed. If the services will be performed in multiple places, list the information for the place that will receive the greatest benefit from these funds.

11) TOTAL FUNDING REQUESTED - Enter the total amount of funding requested from HHSC for proposed project activities. The total funding amount requested must match the total amount requested on the Budget Summary Form (Form F).

12) PROJECTED EXPENDITURES - If Applicant's projected federal expenditures exceed $500,000 or its projected state expenditures exceed $500,000 for Applicant's current fiscal year, Applicant must arrange for a financial compliance audit (Single Audit).

13) FAMILY PLANNING PRIMARY CONTACT PERSON - Enter the name, phone, fax, and email address of the person responsible for the proposed project.

14) FINANCIAL OFFICER - Enter the name, phone, fax, and email address of the person responsible for the financial aspects of the proposed project.

15) AUTHORIZED REPRESENTATIVE - Enter the name, title, phone, fax, and email address of the person authorized to represent the Applicant.

16) SIGNATURE OF AUTHORIZED REPRESENTATIVE - The person authorized to represent the Applicant must sign in this blank.

17) DATE - Enter the date the authorized representative signed this form.

Form A-1 -- APPLICATION NARRATIVE

1. Provide the job descriptions (including specific duties) for the following key employees in the space provided:

   - Quality Assurance/Quality Improvement personnel:

   - Eligibility Staff:

- Data Collection Staff:

- Billing Staff:

2. In the space provided, Applicant must provide a summary of how it will ensure compliance with the Program Requirements contained in Section 2 of this open enrollment:

3. If an Applicant will subcontract any of the required (or optional) services, the Applicant must describe, in the space provided below how it will:
    a. develop, negotiate, and administer the subcontracts;
    b. provide training and technical assistance to subcontractors on all aspects of service delivery and administration;
    c. monitor subcontractors' programmatic performance, including professional and clinical services; and
    d. monitor subcontractors' quality assurance/quality improvement.

4. Applicants must provide in the space provided the following information related to its Family Planning Program promotion plan:

   a. a description of the Applicant's Family Planning Program promotion plan for the contract period July 1, 2016 through August 31, 2017;
   b. a description of the Applicant's implementation and evaluation strategy(ies); and
   c. a description of the Applicant's Family Planning Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the proposed service area. Applicant must include a description of the outreach plan and strategies for marketing the program to the community.

5. Applicant must describe in the space provided how it will design, implement, and monitor Family Planning Program funds in order to ensure the provision of Family Planning and other support services to Clients throughout the duration of the contract.

6. Applicant must describe in the space provided its internal Quality Assurance/Quality Improvement management and processes utilized to monitor services provided under the contract resulting from this open enrollment.

7. Provide a copy of the current and valid Texas medical license for the Medical Director that will oversee Applicant's provision of Family Planning Services;

8. Provide resumes for the following key employees:

    a. Medical Director;
    b. Program Director;
    c. Clinical Director/Supervisor.

9. Applicants must fill out all the Program Forms and Contract Forms identified in Section 5.9 of this open enrollment.

FORM B: TABLE OF CONTENTS AND CHECKLIST

Legal Business Name: ______________________________

In coordination with the requirements of **Section 5.9 Organization of Electronic Submission of Application,** this form is provided to ensure Applicants submit the required forms.

FORMS	DESCRIPTION	Included	Page #
A	Face Page	☐	
A-1	Application Narrative	☐	
B	Table of Contents and Checklist	☐	
C	Texas Counties and Regions	☐	
D	Family Planning Program Contact Information	☐	
E	Family Planning Funding Request and Proposed Number of Unduplicated Clients	☐	
F	Budget Summary	☐	
F-1 – F-7	Budget Category Detail Forms	☐	
G	Family Planning Program Applicant Readiness	☐	
H	Family Planning Clinic Sites Readiness	☐	
I	Family Planning Program Clinic Sites	☐	
J	Family Planning Services Profile Table	☐	
K	Family Planning Certification	☐	
Appendix I	Certifications and Other Required Forms: Form 1: Child Support Certification Form 2: Debarment, Suspension, Ineligibility, …Certification Form 3: Federal Lobbying Certification Form 4: Required Certifications Form 5: Respondent Information and Disclosures Form 6: Anti-Trust Certification Form 7: HUB Subcontracting Plan (HSP) Form 8: Security and Privacy Initial Inquiry (SPI)	☐	

FORM C: TEXAS COUNTIES AND REGIONS

Legal Business Name: ____

Applicant must identify the counties in which it proposes to provide the services required under this enrollment by placing a checkmark or an X in the respective county(ies) box(es).

Counties	☑	R
-A-		
Anderson	☐	04
Andrews	☐	09
Angelina	☐	05
Aransas	☐	11
Archer	☐	02
Armstrong	☐	01
Atascosa	☐	08
Austin	☐	06
-B-		
Bailey	☐	01
Bandera	☐	08
Bastrop	☐	07
Baylor	☐	02
Bee	☐	11
Bell	☐	07
Bexar	☐	08
Blanco	☐	07
Borden	☐	09
Bosque	☐	07
Bowie	☐	04
Brazoria	☐	06
Brazos	☐	07
Brewster	☐	10
Briscoe	☐	01
Brooks	☐	11
Brown	☐	02
Burleson	☐	07
Burnet	☐	07
-C-		
Caldwell	☐	07
Calhoun	☐	08
Callahan	☐	02
Cameron	☐	11
Camp	☐	04
Carson	☐	01
Cass	☐	04
Castro	☐	01
Chambers	☐	06
Cherokee	☐	04
Childress	☐	01
Clay	☐	02
Cochran	☐	01
Coke	☐	09
Coleman	☐	02
Collin	☐	03
Collingsworth	☐	01
Colorado	☐	06
Comal	☐	08
Comanche	☐	02
Concho	☐	09
Cooke	☐	03
Coryell	☐	07
Cottle	☐	02
Crane	☐	09
Crockett	☐	09

Counties	☑	R
Crosby	☐	01
Culberson	☐	10
-D-		
Dallam	☐	01
Dallas	☐	03
Dawson	☐	09
Deaf Smith	☐	01
Delta	☐	04
Denton	☐	03
DeWitt	☐	08
Dickens	☐	01
Dimmit	☐	08
Donley	☐	01
Duval	☐	11
-E-		
Eastland	☐	02
Ector	☐	09
Edwards	☐	08
Ellis	☐	03
El Paso	☐	10
Erath	☐	03
-F-		
Falls	☐	07
Fannin	☐	03
Fayette	☐	07
Fisher	☐	02
Floyd	☐	01
Foard	☐	02
Fort Bend	☐	06
Franklin	☐	04
Freestone	☐	07
Frio	☐	08
-G-		
Gaines	☐	09
Galveston	☐	06
Garza	☐	01
Gillespie	☐	08
Glasscock	☐	09
Goliad	☐	08
Gonzales	☐	08
Gray	☐	01
Grayson	☐	03
Gregg	☐	04
Grimes	☐	07
Guadalupe	☐	08
-H-		
Hale	☐	01
Hall	☐	01
Hamilton	☐	07
Hansford	☐	01
Hardeman	☐	02
Hardin	☐	05
Harris	☐	06
Harrison	☐	04
Hartley	☐	01
Haskell	☐	02

Counties	☑	R
Hays	☐	07
Hemphill	☐	01
Henderson	☐	04
Hidalgo	☐	11
Hill	☐	07
Hockley	☐	01
Hood	☐	03
Hopkins	☐	04
Houston	☐	05
Howard	☐	09
Hudspeth	☐	10
Hunt	☐	03
Hutchinson	☐	01
-I-		
Irion	☐	09
-J-		
Jack	☐	02
Jackson	☐	08
Jasper	☐	05
Jeff Davis	☐	10
Jefferson	☐	05
Jim Hogg	☐	11
Jim Wells	☐	11
Johnson	☐	03
Jones	☐	02
-K-		
Karnes	☐	08
Kaufman	☐	03
Kendall	☐	08
Kenedy	☐	11
Kent	☐	02
Kerr	☐	08
Kimble	☐	09
King	☐	01
Kinney	☐	08
Kleberg	☐	11
Knox	☐	02
-L-		
Lamar	☐	04
Lamb	☐	01
Lampasas	☐	07
La Salle	☐	08
Lavaca	☐	08
Lee	☐	07
Leon	☐	07
Liberty	☐	06
Limestone	☐	07
Lipscomb	☐	01
Live Oak	☐	11
Llano	☐	07
Loving	☐	09
Lubbock	☐	01
Lynn	☐	01
-M-		
Madison	☐	07
Marion	☐	04

Counties	☑	R
Martin	☐	09
Mason	☐	09
Matagorda	☐	06
Maverick	☐	08
McCulloch	☐	09
McLennan	☐	07
McMullen	☐	11
Medina	☐	08
Menard	☐	09
Midland	☐	09
Milam	☐	07
Mills	☐	07
Mitchell	☐	02
Montague	☐	02
Montgomery	☐	06
Moore	☐	01
Morris	☐	04
Motley	☐	01
-N-		
Nacogdoches	☐	05
Navarro	☐	03
Newton	☐	05
Nolan	☐	02
Nueces	☐	11
-O-		
Ochiltree	☐	01
Oldham	☐	01
Orange	☐	05
-P-		
Palo Pinto	☐	03
Panola	☐	04
Parker	☐	03
Parmer	☐	01
Pecos	☐	09
Polk	☐	05
Potter	☐	01
Presidio	☐	10
-R-		
Rains	☐	04
Randall	☐	01
Reagan	☐	09
Real	☐	08
Red River	☐	04
Reeves	☐	09
Refugio	☐	11
Roberts	☐	01
Robertson	☐	07
Rockwall	☐	03
Runnels	☐	02
Rusk	☐	04
-S-		
Sabine	☐	05
San Augustine	☐	05
San Jacinto	☐	05
San Patricio	☐	11
San Saba	☐	07

Counties	☑	R
Schleicher	☐	09
Scurry	☐	02
Shackelford	☐	02
Shelby	☐	05
Sherman	☐	01
Smith	☐	04
Somervell	☐	03
Starr	☐	11
Stephens	☐	02
Sterling	☐	09
Stonewall	☐	02
Sutton	☐	09
Swisher	☐	01
-T-		
Tarrant	☐	03
Taylor	☐	02
Terrell	☐	09
Terry	☐	01
Throckmorton	☐	02
Titus	☐	04
Tom Green	☐	09
Travis	☐	07
Trinity	☐	05
Tyler	☐	05
-U-		
Upshur	☐	04
Upton	☐	09
Uvalde	☐	08
-V-		
Val Verde	☐	08
Van Zandt	☐	04
Victoria	☐	08
-W-		
Walker	☐	06
Waller	☐	06
Ward	☐	09
Washington	☐	07
Webb	☐	11
Wharton	☐	06
Wheeler	☐	01
Wichita	☐	02
Wilbarger	☐	02
Willacy	☐	11
Williamson	☐	07
Wilson	☐	08
Winkler	☐	09
Wise	☐	03
Wood	☐	04
-Y-		
Yoakum	☐	01
Young	☐	02
-Z-		
Zapata	☐	11
Zavala	☐	08

FORM D: FAMILY PLANNING PROGRAM CONTACT PERSON INFORMATION

Legal Business Name: ______________________________

- This form provides information about the appropriate contacts in the Applicant's organization.
- Mark N/A if a contact does not apply to your agency.
- ALL phone numbers should be a direct line to the designated individual.
- If any of the following information changes during the term of the contract, please send written notification to the program.

Contacts			
Billing Contact		*Executive Director*	
Last Name:		Last Name:	
First Name:		First Name:	
Salutation:		Salutation:	
Title:		Title:	
Email:		Email:	
Phone:		Phone:	
Financial Director		*Medical Director*	
Last Name:		Last Name:	
First Name:		First Name:	
Salutation:		Salutation:	
Title:		Title:	
Email:		Email:	
Phone:		Phone:	
Primary Program Contact		*Quality Assurance Contact*	
Last Name:		Last Name:	
First Name:		First Name:	
Salutation:		Salutation:	
Title:		Title:	
Email:		Email:	
Phone:		Phone:	

FORM E: FAMILY PLANNING PROGRAM FUNDING REQUEST & PROPOSED NUMBER OF UNDUPLICATED CLIENTS

Legal Business Name: ______________________________

Family Planning Program contractors may seek reimbursement for project costs using the following methods:

A. Contractors will be reimbursed using the Fee-For-Service reimbursement method by submitting claims to TMHP for direct clinical care services provided to Clients, which will then be paid by HHSC; and

B. Contractors may seek cost reimbursement for services that enhance the Fee-For-Service services provided to Clients by submitting monthly vouchers for expenses detailed in the categorical budget attached to a contractor's contract.

NOTE: Applicants may request up to 100% of their total funding request to be reimbursed through the Fee-For-Service reimbursement method or Applicants may request a portion of their funding request to be reimbursed on a cost reimbursement basis in addition to the Fee-For-Service reimbursement method. However, the cost reimbursement amount requested may not exceed 50% of Applicant's total proposed funding request and ultimately, its funding award.

Enter the amount of funds requested in the boxes below:

Fee-for-Service Amount	
Cost Reimbursement Amount	
Total Amount	

The number of Unduplicated Clients an Applicant intends to serve through the Family Planning Program will be used to assess, in part, the Applicant's effectiveness in providing the proposed services under the contract resulting from this open enrollment. This number is the estimated total number of Unduplicated Clients to whom the Applicant will provide services at the proposed clinic sites. This total should be an estimate of the number of Unduplicated Clients the Applicant proposes to serve at the Family Planning Program clinic sites included in its application. Use the following average cost per Client OR submit an explanation of the average used by the agency**:** **<u>$285.00</u>.**

Enter the estimated number of Unduplicated Clients to be served during the term of the contract, categorized by State Fiscal Year in the table below.

Period of Time	**Proposed Number of Unduplicated Clients**
July 1, 2016 – August 31, 2016 -- FY'16	
September 1, 2016 – August 31, 2017 -- FY'17	
Total Number	

Applicants must provide an explanation/justification if the average cost per Client exceeds the statewide average of $285.

FORM F: BUDGET GUIDANCE
F1-F7: Budget Category Detail Forms (Excel attached)

Legal Business Name: ______________________________

Applicants must complete the following forms, as applicable to the Applicant's funding request as indicated on Form E:

A. Fee-For-Service funding request ONLY
    1. No budget forms to complete
B. Fee-For-Service AND Cost Reimbursement funding request
    1. Budget Forms F and F-1 through F-7

The forms are posted as a separate Excel file on the Electronic State Business Daily (ESBD) for downloading and completion. Instructions for completing these forms are included with the Excel file. Applicants proposing to use only the Fee-For-Service reimbursement method are not required to complete budget forms.

Indirect Costs must not exceed 15% of the total personnel cost.

To assist in estimating the amount of Program Income generated through the Family Planning Program Fee-For-Service reimbursements, Applicant should consult the proposed Family Planning Program benefits package in Appendices A and B.

Contractors are required to participate in all HHSC-required Family Planning Program trainings. The contractor may attend in person or participate remotely. In the event the contractor would like to attend physically, they may include associated travel in their budget requests.

All equipment purchased with cost reimbursement funds must be purchased within the first quarter of the contract and approved by HHSC.

<u>Form F: Budget Summary Worksheet</u>

Column 1: Totals must be filled using budget category details forms (individual worksheets contained in budget spreadsheet). This must include the Applicant's proposed Family Planning Program funding request plus any co-pays the Applicant anticipates collecting from eligible Clients.

Columns 2 & 3: Distribute the total amount in Column 1 manually between Columns 2 & 3 for each budget category.

FORM G: FAMILY PLANNING PROGRAM APPLICANT READINESS

Legal Business Name: ______________________________

Check Yes or No:

1. **Program Administration and Management**	Yes	No
a. As part of this Application, did your agency provide job descriptions that include specific duties for the key employees related to the Family Planning Program? • QA/QI personnel • Eligibility staff • Data collection staff • Billing staff		
b. As part of this Application, did your agency provide resumes for the following key employees related to the Family Planning Program? • Medical Director • Program Director • Clinical Director/Supervisor		
c. Does your agency have experience providing comprehensive primary and preventive health care (i.e., prevention, screening, diagnostic, treatment services, and appropriate referral)?		
d. Is your agency a public entity that provides Family Planning Services including state, county, and local community health centers, Federally Qualified Health Centers, and clinics under the Baylor College of Medicine?		
e. Is your agency a non-public entity that provides comprehensive primary and preventive care as a part of Family Planning Services?		
f. Is your agency non-public entity that provides Family Planning Services but does not provide comprehensive primary and preventive care?		
g. Is your agency a current certified Texas Women's Health Program provider?		
2. Service Delivery		
a. Does your agency have staff available to determine eligibility?		
3. Partnerships/Subcontracting		
a. Does your agency plan to subcontract any of the required or optional services?		
4. Data Collection and Billing Systems		
a. Does your agency have a billing system and/or process to submit Fee-For-Service claims to the Texas Medicaid Healthcare Partnership (the Texas Medicaid Provider Procedures Manual provides detailed claims submission information and can be accessed on the TMHP website at: http://www.tmhp.com)?		
5. **Use of Community Health Workers**		
a. Does your agency currently employ or plan to employ Community Health Workers for community outreach, education, or other client service activities?		

If No is marked for any of the above, please explain:

FORM H: FAMILY PLANNING PROGRAM CLINIC SITE READINESS

Legal Business Name: ____

Clinic Site # __ of __

Complete one form for every clinic site that will provide Family Planning Program Services funded through this open enrollment. Please complete the form by marking yes for no for each of the items listed below:

	Yes	No
Is there appropriate signage to identify funded entity?	☐	☐
Is there adequate space for clinical and administrative staff?	☐	☐
Are Family Planning Services provided under the purview of a Medical Director licensed in the state of Texas?	☐	☐
Does the clinic site have at least a Class D pharmacy license (or have applied for license)?	☐	☐
Are the required contraceptives available on-site?	☐	☐
Is there locked storage to protect confidential medical records, medications, and medical supplies?	☐	☐
Is there proper disposal for medical waste?	☐	☐
Is there CLIA certification for level of tests performed?	☐	☐
Is the clinic site in compliance with accessibility guidelines for persons with disabilities?	☐	☐
Is the clinic site geographically close to the target population?	☐	☐
Are the clinic site appointment hours convenient enough to meet the clients' needs?	☐	☐
Does the clinic site have clean exam rooms where services are delivered?	☐	☐
Does the clinic site have adequate space for Client intake?	☐	☐
Does the clinic site have adequate space for Clients to wait for their appointments?	☐	☐
Is there appropriate resources for and use of interpreter services and language translation?	☐	☐
Does the clinic site have financial management systems that include secure data storage?	☐	☐
Are there appropriate emergency policies, procedures, and supplies, as applicable?	☐	☐
If any of the above requirements are not currently in place, can they be in place by the contract award date?	☐	☐

If No is marked for any of the above, please explain:

FORM I: FAMILY PLANNING PROGRAM CLINIC SITES

Complete a **separate clinic form for each clinic site that will provide Family Planning Program services funded through this open enrollment.** Each clinic form must contain current and accurate information.

HEADER INFORMATION:	
Legal Name of Applicant	Applicant's legal name.
Clinic Site # ___ of ___	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
CLINIC SITE INFORMATION:	
Clinic Name	State the name of the clinic as it will appear on the online clinic locator. The name should be recognizable to Clients.
Street Address	Physical address of clinic. (Do not enter a P.O. box)
Suite	Indicate clinic suite number, if applicable.
City/County/Zip Code	City, county and zip code of clinic.
HHSR	Health and Human Service Region where clinic is located.
Clinic APPOINTMENT Phone #	Phone number to make an appointment at clinic.
Clinic PRIMARY Phone #	Primary phone number for the clinic site.
Fax	Fax number for the clinic.
Service Area	List counties served by the specific clinic site.
Contact Person	Name of contact person for that clinic site.
Pharmacy License #	Current pharmacy license number for the clinic.
Class	Indicate class of pharmacy license (e.g., class D, A, etc.)
Date of Pharmacy License Application Submission	If no current pharmacy license number is available, enter date the pharmacy license application submitted
TPI#	Texas Provider Identifier # for the clinic, or date application submitted. Enter the TPI# that the clinic will use to bill TMHP for HHSC Family Planning Program services.
NPI#	National Provider Identifier # for the clinic, or date application submitted.
Subcontractor Site	Indicate whether or not the clinic site is a subcontractor site.
Mobile Site	Indicate whether or not the clinic site is a mobile site.
CLINIC HOURS AND SERVICES:	
Hours of Operation	List the operating hours of each clinic site for each day of the week by morning (e.g., 8am – 12pm), afternoon (12pm – 5pm), and evening hours (after 5pm). Indicate days of the week when the clinic is closed (e.g., Tuesday – closed).

FORM I: FAMILY PLANNING PROGRAM CLINIC SITES

Legal Business Name: ________________________________ **Clinic Site # __ of ___**

CLINIC SITE INFORMATION: Complete this form for **EACH** clinic site that will provide Family Planning Program services funded under this enrollment.

Clinic Name:			
Street Address:		Suite:	
City:	County:	Zip Code:	HHSR:
Clinic APPOINTMENT Phone #:			
Clinic PRIMARY Phone #:		Fax:	
Service Area *(counties to be served by this clinic site)*:			
Contact Person:			
Pharmacy License #:	Class:	Date of Pharmacy License Application Submission:	
TPI#:		NPI #:	
Date of Medicaid Application Submission(if no TPI# or NPI#):			
Subcontractor Site:	☐ Yes	☐ No	
Mobile Site:	☐ Yes	☐ No	

CLINIC HOURS

	HOURS OF OPERATION					
DAY	**Morning**		**Afternoon**		**Evening (after 5pm)**	
	From	**To**	**From**	**To**	**From**	**To**
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
SATURDAY						
SUNDAY						

FORM J: SERVICES PROFILE TABLE

Legal Business Name: ____________________

Fill out this form ***for each clinic site*** for which a Family Planning Program Clinic Site (Form I) was completed. Indicate how each supply or service is provided to clients. If a supply or service will not be provided, an explanation must be included.

Note: All FDA-approved methods of contraception (with the exception of emergency contraception) must be made available to the client, either directly or by referral to another provider of contraceptive services, at the fee that would be charged if the method or service were provided on-site.

Applicants must offer the full range of available contraception methods, either on-site or by referral. At a minimum, the following services must be available to clients on-site:

- Anti-infectives for the treatment of STIs/STDs;
- Barrier methods and spermicides;
- Injectable hormonal contraceptive;
- Oral contraceptives;
- Sexual abstinence education and counseling; and
- Transdermal hormonal contraceptive (patch) or vaginal hormonal contraceptive (ring).

Clinic Name:	**Clinic Site # __ of ___**

Supply or Service	Provided On-Site	Provided Through Referral	Referral Provider Name & Location
Informed Consent			
History			
Physical Assessment			
Lab Testing			
Pap Test			
Client Education/Counseling			
Pregnancy Diagnosis / Counseling			
STI/STD Testing			
STI/STD Treatment			
HIV Testing			
Level I Infertility Services			
Minor GYN Problems			
Health Promotion / Disease Prevention			
Special GYN Procedures			

Supply or Service	Provided On-Site	Provided Through Referral	Referral Provider Name & Location
Female sterilization *(counseling provided, consent signed, scheduling & payment for procedure, even if procedure done elsewhere)*			
Intrauterine Contraception (IUD/IUS)			
Hormonal Implant (Nexplanon™)			
Medroxyprogesterone Acetate (DMPA/Depo)			
Oral Contraceptives *(providing a client with a prescription does not meet the definition of "on-site")*			
Transdermal Hormonal Contraceptive (Patch)*			
Vaginal Hormonal Contraceptive (Ring)*			
Diaphragm and/or Cervical Cap			
Contraceptive Sponge			
Female Condoms			
Spermicidal Methods or Products			
Natural Family Planning Instruction			
Abstinence Education			
Male sterilization *(counseling provided, consent signed, scheduling & payment for procedure, even if procedure done elsewhere)*			
Male Condoms			

*At least one of these two methods (patch/ring) ***must*** be provided on-site; the other may be provided by referral.

The services on the table below are optional. Please complete the table below with services Applicant intends to provide.

Optional Services (*see Appendix B for reimbursable procedure codes)*	Provided On-site	Not Provided	Provided Through Referral	Subcontracted
Breast and Cervical Cancer Diagnostic Services				
Limited Prenatal Services				
Immunizations				

FORM K: FAMILY PLANNING CERTIFICATION

This certification pertains to the following Family Planning Program Applicant:

Applicant's Name ______________________________

Federal Tax ID Number ______________________________

NPI Number ______________________________

Applicant's primary billing address:

Street Address ______________________________

Street Address City/State/Zip Code ______________________________

Telephone Number ______________________________

Applicant's primary physical address:

Street Address ______________________________

DEFINITIONS

For the purposes of this certification, the following terms are defined as follows:

The term *"Affiliate"* means:
An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:

1. **common ownership, management, or control; a franchise; or**
2. **the granting or extension of a license or other agreement that authorizes the Affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.**

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, articles of incorporation, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term *"Promote"* means advancing, furthering, advocating, or popularizing Elective Abortion by, for example:

1. **taking affirmative action to secure Elective Abortion services for a Family Planning Program Client (such as making an appointment, obtaining consent for the Elective Abortion, arranging for transportation, negotiating a reduction in an Elective Abortion provider fee, or arranging or scheduling an Elective Abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;**
2. **furnishing or displaying to a Family Planning Program Client information that publicizes or advertises an Elective Abortion service or provider; or**
3. **using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.**

My name is ___________________________________. I am the provider or, if the provider is an organization, I am the provider's ___________________________________ (title or position) I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that the Texas Legislature has specified that Family Planning Program funds may not be used to pay the direct or Indirect Costs of abortion procedures provided by HHSC contractors, or distributed to individuals or entities that perform Elective Abortion procedures or that contract with or provide funds to individuals or entities for the performance of Elective Abortion procedures. (H.B. 1, 84th Legislature, Regular Session, 2015, art. II, at II-104, Section 85 (relating to Prohibition on Abortions-Family Planning). I also understand that to receive Family Planning Program funds I must, if applicable, meet the organization requirements under Health and Human Services Commission Rider 87 of the 2016-17 General Appropriations Act (H.B. 1, 84th Legislature, Regular Session, 2015, art. II, at II-104, Section 87 (relating to Family Planning Affiliate Requirements)).

I understand that I am not qualified to participate in the Family Planning Program or to bill the Program for services if I, or any of my organization's subcontractors, perform or Promote Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions outside the scope of the Family Planning Program.
   ❒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate, as defined on p. 2 of this document, of an entity that performs or Promotes Elective Abortions. Furthermore, my organization, and any of my organization's subcontractors, are legally separate entities from entities that perform or Promote Elective Abortions.
   ❒ I affirm that this statement is true and correct.
3. In offering or performing a Family Planning Program service, I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions within the scope of the Family Planning Program.
   ❒ I affirm that this statement is true and correct.
4. In offering or performing a Family Planning Program service, I, as well as my organization's subcontractors, maintain physical and financial separation between any Family Planning Program activities and any Elective Abortion-performing or abortion-promoting activity, in particular:
   a. All Family Planning Program services are physically separated from any Elective Abortion activities, no matter what entity is responsible for the activities;
   b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
   c. None of the funds that I, or any of my organization's subcontractors, receive for performing Family Planning Program services are used to directly or indirectly support

the performance or promotion of Elective Abortions by an Affiliate, and my, and any of my organization's subcontractors', accounting records can confirm this;

d. My organization does not, nor do any of my organization's subcontractors, transfer any funds, through gift or payment, to an entity that performs or Promotes Elective Abortions. My organization and my organization's subcontractors do not share expenses or costs (including overhead, rent, phone, equipment, or utilities) with an entity that performs or Promotes Elective Abortions;

e. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.

f. Any employee employed by my organization, or any my organization's subcontractors, is not also employed by an entity that performs or Promotes Elective Abortions.

❒ I affirm that this statement is true and correct.

5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.

❒ I affirm that this statement is true and correct.

6. I cannot affirm that the statements 1-5 above are "true and correct," but I do affirm all of the following: I do not perform Elective Abortions; none of the funds that I, or any of my organization's subcontractors, receive (or will receive) for performing Family Planning Program services are (or will be) used to directly or indirectly support the performance of Elective Abortions, and my accounting records can confirm this; my organization does not, nor do any of my organization's subcontractors, transfer any Family Planning Program funds, through gift or payment, to an entity for the performance of Elective Abortions; and I comply with all of the requirements of Health and Human Services Commission Rider 87, Sections a - g, under the 2016-17 General Appropriations Act (H.B. 1, 84th Legislature, Regular Session, 2015, art. II, at II-104, Section 87 (relating to Family Planning Affiliate Requirements)) if applicable.

❒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

1. If I fail to complete and submit this certification, I will be disqualified from the Family Planning Program and the Texas Health and Human Services Commission (HHSC) (henceforth, "HHSC") will deny any claims I submit for Family Planning Program services.
2. If, after I submit this signed certification, I, or any my organization's subcontractors, perform or agree to perform, or Promote Elective Abortions, I will notify HHSC at least 30 calendar days before such action is taken. If I fail to notify HHSC as required, I will be disqualified from the HHSC Program and HHSC will deny any claims I submit for Family Planning Program services.
3. If, while participating in the Family Planning Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the Family Planning Program, and HHSC will deny any claims I submit for Family Planning Program services.
4. If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the Family Planning Program, HHSC may place a payment hold on claims submitted by me or my organization for Family Planning Program services until HHSC can make a final determination regarding my eligibility.
5. If HHSC determines that I am ineligible to receive funds under the Family Planning Program:
   a) HHSC may recoup Family Planning Program funds paid on claims that I have incurred since the date the provider became ineligible;
   b) HHSC will deny all Family Planning Program claims that I have submitted since the date of ineligibility; and
   c) I will remain ineligible to participate in the Family Planning Program until I comply with the provisions of this certification form.

If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HHSC Program.

If statements 1 – 5 are, or alternatively statement 6 is, marked "true," the effective dates of your certification are as follows: (The effective date of the Certification spans from the contract start date through the end of the contract/project year.)

Effective Date of Certification: 07/01/2016 through 08/31/2017.

Note: *Each Applicant must complete a new certification form annually and provide it to HHSC prior to execution of a Family Planning Program contract. The certification form will be provided to Applicants and/or contractors as a part of the contracting packet.*

If, after certification, you can no longer affirm that any of statements 1 – 5 are, or alternatively 6 is, true, you must request an immediate termination of your Family Planning Program certification.

Signature: ______________________

Printed Name: ______________________

Title: ______________________

Date: ______

10. APPENDICES

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APPENDIX A: Family Planning Program Reimbursable Procedure Codes

The Family Planning Program was directed to implement a 7% reduction to reimbursement rates effective September 1, 2011. Consequently, the CPT code reimbursement rates will remain the same and the 7% reduction will be taken from the total amount to be reimbursed.

A list of reimbursable Family Planning Program procedure codes are listed below. Please note that reimbursement rates are subject to change.

APPENDIX A - Core Family Planning Services

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
Anesthesia		
	00851	*
Surgery - integumentary system		
	11976	150.00
	11981	103.45
	11982	117.08
	11983	163.06
Surgery - male genital system		
	55250	303.12
Surgery - female genital system		
	57170	22.05
	58300	69.00
	58301	76.72
	58340	88.75
	58565	2500.00
	58600	2500.00
	58611	61.75
	58615	195.67
	58670	282.81
	58671	283.08
Radiology - diagnostic imaging		
	73060	28.06
	74000	20.80
	74010	32.39
	74740	66.83
Radiology - diagnostic ultrasound		
	76830	96.28
	76856	96.28
	76857	50.79
	76881	96.28
	76882	30.35
	76998	137.65

*Reimbursement rate dependent on multiple factors

APPENDIX A - Core Family Planning Services

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
Pathology & Lab - organ or disease oriented panels		
	80061	18.83
Pathology & Lab - drug testing		
	80300	12.36
	80301	12.36
Pathology & Lab - urinalysis		
	81000	4.45
	81001	4.45
	81002	3.60
	81003	3.16
	81005	3.05
	81015	4.28
	81025	8.90
Pathology & Lab - chemistry		
	82947	5.52
	82948	4.45
	84443	23.63
	84702	2.29
	84703	10.57
Pathology & Lab - hematology and coagulation		
	85013	3.34
	85014	3.34
	85018	3.34
	85025	10.93
	85027	9.10
Pathology & Lab - immunology		
	86318	18.21
	86580	
	86592	6.00
	86689	27.22
	86695	18.55
	86696	27.22

APPENDIX A - Core Family Planning Services

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
	86701	12.49
	86702	14.85
	86703	19.28
	86762	20.23
	86803	20.07
Pathology & Lab - transfusion medicine		
	86900	4.20
	86901	4.20
Pathology & Lab - microbiology		
	87070	12.11
	87086	11.36
	87088	11.39
	87102	11.81
	87110	27.55
	87205	6.00
	87210	6.00
	87220	6.00
	87252	36.66
	87389	33.86
	87480	28.20
	87490	28.20
	87491	49.35
	87510	28.20
	87535	49.35
	87590	28.20
	87591	49.35
	87624	47.87
	87625	49.47
	87660	28.20
	87797	28.20
	87800	56.41
	87801	98.70

APPENDIX A - Core Family Planning Services

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
	87810	16.86
	87850	16.86
Pathology & Lab - cytopathology		
	88150	14.86
	88164	14.86
	88175	37.25
Medicine - immunization administration		
	90460	8.00
	90471	7.84
Medicine - vaccines/toxoids		
	90649	158.07
	90650	138.14
	90651	175.03
Medicine - hydration, diagnostic injections/infusions, chemo		
	96372	18.98
Medical nutrition therapy		
	97802	26.73
	97803	22.99
	97804	12.03
Medicine - special services, procedures, and reports		
	99000	9.30
	99078	29.40
Behavioral change interventions, individual		
	99406	11.18
	99407	21.82
HCPCS A Codes - Supplies		
	A4261	50.84
	A4264	1560.00
	A4266	34.11
	A4267	0.54
	A4268	2.83
	A4269	12.26

APPENDIX A - Core Family Planning Services

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
	A9150	14.00
HCPCS H Codes - Rehabilitative services		
	H1010	12.30
HCPCS J Codes - Drugs other than oral		
	J0696	0.68
	J1050	64.98
	J3490	5.01
	J7297	671.25
	J7298	826.72
	J7300	753.78
	J7301	663.32
	J7303	93.53
	J7304	37.48
	J7307	672.61
HCPCS S Codes - Private payer codes		
	S4993	19.42
	S5000	5.90
Office or Other Outpatient Services		
	99201	26.04
	99202	41.09
	99203	55.52
	99204	81.24
	99205	101.00
	99211	13.49
	99212	22.59
	99213	33.95
	99214	47.68
	99215	73.40
Evaluation and Management		
	99241	39.66
	99242	62.10
	99243	80.23

APPENDIX A - Core Family Planning Services

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
	99244	112.50
Preventive Medicine		
	99384	93.40
	99385	78.85
	99386	92.22
	99394	85.93
	99395	68.43
	99396	74.84

APPENDIX B: Optional Services

Optional Services – Breast and Cervical Cancer Diagnostics

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
Breast Cancer Screening		
Anesthesia		
	00400	*
Surgery - general		
	10022	90.21
Surgery - integumentary system		
	19000	84.47
	19081	508.95
	19082	411.12
	19083	505.47
	19084	405.50
	19100	112.80
	19101	254.74
	19120	370.75
	19125	364.03
	19126	122.96
	19281	183.37
	19282	352.31
	19283	208.23
	19284	152.63
	19285	352.31
	19286	295.37
Radiology - diagnostic imaging		
	71010	22.05
	71020	28.74
	76098	17.04
Radiology - diagnostic ultrasound Procedure Grouping		
	76641	91.69
	76642	84.20
	76942	163.86
Radiology - breast mammography		
	77051	8.02
	77052	8.02
	77053	54.80
	77055	70.03
	77056	90.09
	77057	64.15
	77058	495.58
	77059	491.84
Pathology & Lab - organ or disease oriented panels		
	80048	11.89
Pathology & Lab - organ or disease oriented panels		
	80053	14.85

Pathology & Lab - hematology and coagulation		
	85730	8.44

APPENDIX B -
Optional Services – Breast and Cervical Cancer Diagnostics

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
Breast Cancer Screening		
Anesthesia	00400	*
Surgery - general		
	10022	90.21
Surgery - integumentary system		
	19000	84.47
	19081	508.95
	19082	411.12
	19083	505.47
	19084	405.50
	19100	112.80
	19101	254.74
	19120	370.75
	19125	364.03
	19126	122.96
	19281	183.37
	19282	352.31
	19283	208.23
	19284	152.63
Pathology & Lab - surgical pathology		
	88305	54.53
	88307	229.35
Medicine - cardiovascular		
	93000	12.83
Cervical Cancer Screening Services		
Anesthesia	00940	18.42
Surgery - female genital system		
	57452	67.37
	57454	100.65
	57455	82.10
	57456	76.65
	57460	120.83
	57461	139.93
	57500	55.10
	57505	66.55
	57520	199.66
	57522	178.11
	58110	30.82
Radiology - diagnostic imaging		
	71010	18.71
	71020	24.32
Pathology & Lab - organ or disease oriented panels		
	80048	11.89
	80053	14.85

APPENDIX B -
Optional Services – Breast and Cervical Cancer Diagnostics

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
Breast Cancer Screening		
Anesthesia		
	00400	*
Surgery - general		
	10022	90.21
Surgery - integumentary system		
	19000	84.47
	19081	508.95
	19082	411.12
	19083	505.47
	19084	405.50
	19100	112.80
	19101	254.74
	19120	370.75
	19125	364.03
	19126	122.96
	19281	183.37
	19282	352.31
	19283	208.23
	19284	152.63
Pathology & Lab - hematology and coagulation		
	85730	8.44
Pathology & Lab - cytopathology		
	88141	24.06
	88142	28.49
	88143	28.49
	88173	*
	88174	30.05
Pathology & Lab - surgical pathology		
	88305	54.53
	88307	229.35
Medicine - cardiovascular		
	93000	12.83
Medicine - psychiatry		
	90791	113.91
	90792	113.91

*Reimbursement rate dependent on multiple factors

APPENDIX B -
Optional Services – Breast and Cervical Cancer Diagnostics

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
Breast Cancer Screening		
Anesthesia		
	00400	*
Surgery - general		
	10022	90.21
Surgery - integumentary system		
	19000	84.47
	19081	508.95
	19082	411.12
	19083	505.47
	19084	405.50
	19100	112.80
	19101	254.74
	19120	370.75
	19125	364.03
	19126	122.96
	19281	183.37
	19282	352.31
	19283	208.23
	19284	152.63
Problem-Focused Gynecological Services		
Surgery - female genital system		
	56405	78.28
	56420	66.56
	56501	81.53
	56515	142.21
	56605	43.84
	56606	21.65
	56820	61.48
	57023	225.07
	57061	69.50
	57100	47.58
	57421	89.01
	57511	94.63
	58100	63.35

*Reimbursement rate dependent on multiple factors

APPENDIX B - Optional Services - Immunizations and Vaccinations

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
Medicine - immunization administration		
	90460	8.00
	90471	7.84
	90472	7.84
Medicine - vaccines/toxoids		
	90632	45.54
	90633	30.73
	90636	99.08
	90654	17.82
	90656	13.28
	90660	22.10
	90670	145.05
	90673	35.04
	90707	63.94
	90710	180.40
	90714	19.32
	90715	32.46
	90716	113.28
	90732	73.34
	90733	132.15
	90734	121.15
	90736	196.04
	90743	22.82
	90744	22.82
	90746	56.25

APPENDIX B - Optional Services - Prenatal Services

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
Surgery - maternity care and delivery		
	59025	33.55
	59430	92.47
Radiology - diagnostic ultrasound		
	76801	96.28
	76802	62.25
	76805	96.28
	76810	94.23
	76811	373.03
	76813	62.25
	76815	62.25
	76816	62.25
	76817	62.25
	76818	96.28
	76819	85.88
	76820	39.44
Pathology & Lab - organ or disease oriented panels		
	80055	35.60
Pathology & Lab - drug testing		
	80300	12.36
	80301	12.36
Pathology & Lab - chemistry		
	82105	23.59
	82677	34.01
	82951	18.10
	84436	9.66
	84479	8.81
Pathology & Lab - hematology and coagulation		
	85384	11.95
	85610	5.53
Pathology & Lab - immunology		
	86336	21.92
	86777	20.23
	86778	17.97
Pathology & Lab - transfusion medicine		
	86850	7.15
	86900	4.20
	86901	4.20
Pathology & Lab - microbiology		
	87081	9.32
	87184	9.70
	87340	14.53

APPENDIX B - Optional Services - Prenatal Services

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
Medicine - vaccines/toxoids		
	90656	13.28
	90658	16.16
	90686	16.94
	90688	15.87
	90715	32.46
HCPCS A Codes - Supplies		
	A4253	28.28
	A4258	14.65
	A4259	11.10
HCPCS J Codes - Drugs other than oral		
	J0702	5.42
	J1100	0.15
	J1725	2.82 per mg
	J2790	75.92

APPENDIX C: Family Planning Program Rules

TITLE 25 HEALTH SERVICES
PART 1 DEPARTMENT OF STATE HEALTH SERVICES
CHAPTER 56 FAMILY PLANNING

§56.1 Introduction

The requirements in this chapter apply to the department's Family Planning Program unless otherwise specified within the section. Department Family Planning providers are also required to observe all guidelines and operating procedures outlined in the most recent Family Planning Policy Manual, as required by their contracts. In addition to the requirements set out in this chapter, Title XIX (Medicaid) providers must comply with the terms and conditions of the Provider Agreement signed by all providers as a condition of participation in the Texas Medical Assistance Program.

§56.2 Definitions

The following words and terms, when used in this chapter, shall have the following meanings.

(1) Client--Any individuals seeking assistance from a Department of State Health Services contractor or provider to meet their family planning goals.

(2) Commission--The Texas Health and Human Services Commission.

(3) Contraception--Any United States Food and Drug Administration (FDA)-approved means of pregnancy prevention. Methods include permanent methods and temporary methods.

(4) Department--The Department of State Health Services.

(5) Family planning services may include:

(A) health history and physical;

(B) counseling and education;

(C) laboratory testing;

(D) provision of a contraceptive method; and

(E) referrals for additional services as needed.

(6) Intended pregnancy--Pregnancy a woman reports as desired at the time of conception.

(7) Medicaid--Title XIX of the Social Security Act.

(8) Provider--Any entity that receives department or Title XIX funding to provide family planning services.

(9) Region--Any of the public health service regions established by the Department of State Health Services.

(10) Title XIX family planning program--Family planning services provided under Title XIX (Medicaid) of the Social Security Act, 42 United States Code §1396 et seq.

§56.3 Purposes

The purposes of family planning services are:

(1) to enable women and men to determine the preferred number and spacing of their children;

(2) to positively affect the outcome of future pregnancies;

(3) to increase the proportion of intended pregnancies; and

(4) to improve the health status of Texas communities.

§56.4 Maximum Rates and Specific Codes

For payment of purchased counseling, educational, medical, and sterilization department family planning services maximum rates are established by the department according to specific diagnosis and procedure codes. The commission sets fees, charges, and rates for family planning services provided under Title XIX (Medicaid).

§56.5 Contraceptive Methods

A broad range of FDA-approved methods of contraception must be made available to the client, either directly or by referral to another provider of contraceptive services. All brands of the different contraceptive methods need not be made available; however, each major contraceptive category must be made available.

§56.6 Prohibition of Abortion

Abortion is not considered a method of family planning, and no state funds appropriated to the department shall be used to pay the direct or indirect costs (including overhead, rent, phones, equipment, and utilities) of abortion procedures provided by department providers.

§56.7 Requirements for Reimbursement of Family Planning Services

The commission and the department shall reimburse providers for services in compliance with program standards, policies and procedures, and contract requirements unless payment is prohibited by law.

§56.8 Records Retention

Department providers shall maintain for the time period specified by the department all records pertaining to client services, contracts, and payments. Title XIX (Medicaid) record retention requirements are found in 1 Texas Administrative Code §354.1004 (relating to Retention of Records). All records relating to services must be accessible for examination at any reasonable time to representatives of the commission and/or the department and as required by law.

§56.9 Abuse Reporting

Texas Family Code, Chapter 261, requires child abuse reporting.

(1) Providers are required to have an internal policy and procedure concerning determination, documentation, and reporting instances of sexual and non-sexual abuse in accordance with the department's Child Abuse Screening Documenting and Reporting Policy.

(2) Additionally, providers must develop an agency specific policy for Human Anti-Trafficking and Intimate Partner Violence to comply with abuse reporting guidelines and requirements as interpreted by department policy.

§56.10 Freedom of Choice

Clients have the right to freely choose family planning methods and sources of services. Clients shall not be coerced to accept services.

§56.11 Confidentiality

Providers shall safeguard client family planning information. Clients must provide written authorization prior to the release of any personally identifying information except reports of child abuse required by Texas Family Code, Chapter 261, and as required or authorized by other law. The department may distribute appropriated funds only to providers that show good faith efforts to comply with all child abuse reporting guidelines and requirements as interpreted by department policy.

(1) Providers shall ensure client confidentiality and provide safeguards for clients against the invasion of personal privacy.

(2) All personnel (both paid and volunteer) must be informed during orientation of the importance of keeping information about a client confidential.

(3) Clients' records must be monitored to ensure access is limited to appropriate staff and to department and/or commission staff or their authorized representatives.

(4) The client's preference of methods of follow-up contact shall be documented in the client's record.

(5) Each client shall receive verbal assurance of confidentiality and an explanation of what confidentiality means.

§56.12 Eligibility for Family Planning Services

Eligibility shall be determined according to the requirements of the most recent department Family Planning Policy Manual. Department providers shall not deny family planning services to eligible clients because of their inability to pay for services. Title XIX (Medicaid) eligibility is determined by the guidelines set by the commission. Individuals who receive Medicaid are eligible for family planning medical, counseling, and educational services.

§56.13 Consent

Department Family Planning services must be provided with consent from the minor's parent, managing conservator, or guardian only as authorized by Texas Family Code, Chapter 32, or by federal law or regulations. Providers may reference the current Family Planning Policy Manual. A provider may not require consent for family planning services from the spouse of a married client.

§56.14 Family Planning for Adolescents

(a) Adolescents age 17 and younger shall be provided individualized family planning counseling and family planning medical services that meet their specific needs as soon as possible.

(b) The provider shall ensure that:

(1) counseling for adolescents seeking family planning services have parental consent;

(2) counseling for adolescents includes information on use of all medically approved birth control methods, including abstinence; and

(3) appointment schedules are flexible enough to accommodate access for adolescents requesting services.

§56.15 Civil Rights

Providers shall make family planning and genetic services available without regard to marital status, parenthood, handicap, age, color, religion, sex, ethnicity, or national origin. The provider must comply with Title VI of the Civil Rights Act of 1964 (Public Law 88 - 352); §504 of the Rehabilitation Act of 1973 (Public Law 93 - 112); The Americans with Disabilities Act of 1990 (Public Law 101 - 336), including all amendments to each; and all regulations issued pursuant to these Acts.

§56.18 Family Planning Genetics Services Provided

Family planning genetics services must be prescribed by a physician (MD or DO) and have implications for reproductive decisions. Services may include the following, based on the client's needs:

(1) health history and detailed family genetic health history;

(2) medical genetics physical examination;

(3) psychosocial genetic assessment;

(4) medical genetic counseling;

(5) psychosocial genetic counseling;

(6) follow-up genetic counseling;

(7) prenatal genetic diagnostic services; and

(8) laboratory services.

§56.19 Limitations of Family Planning Genetics Services

For the Title XIX Family Planning Genetics Program, the following types of services are not allowed:

(1) genetic services for conditions that do not have serious psychosocial or medical implications for the client; and

(2) prenatal diagnosis for sex determination of the fetus alone without implications for genetic disorders.

APPENDIX D: HHSC Uniform Terms and Conditions - Version 2.12

Grantee UTC
VERSION 2.12 -- HTV

HHSC Uniform Terms and Conditions Version 2.12
Published and Effective: November 30, 2015
Responsible Office: Chief Counsel

Health and Human Services Commission

HHSC Uniform Terms and Conditions - Grant

Version 2.12

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

"Contract" means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

"Deliverable" means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

"Effective Date" means the date agreed to by the Parties as the date on which the Contract takes effect.

"System Agency" means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Contract, if any.

"Health and Human Services Commission" or "HHSC" means the administrative agency established under Chapter 531, Texas Government Code or its designee.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"Intellectual Property" means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Program" means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

"Project" means specific activities of the Grantee that are supported by funds provided under this Contract.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Statement of Work" means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

"Signature Document" means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

"Solicitation" means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

"Solicitation Response" means Grantee's full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
b. The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
c. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
c. advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at http://www.dshs.state.tx.us/contracts/cfpm.shtm. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at http://www.dshs.state.tx.us/contracts/links.shtm. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least $500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:
Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.

b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.

c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor’s Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.

b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

a. Suspending all or part of the Contract;
b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
c. Recouping payments made to the Grantee found to be in error;
d. Suspending, limiting, or placing conditions on the continued performance of the Project;
e. Imposing any other remedies authorized under this Contract; and
f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. **Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. **Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contactors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

a. **GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**

b. **ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**

c. **EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**

d. **WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

a. Payment of Grantee's employees for all Services performed;
b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
c. Withholding of income taxes, FICA, or any other taxes or fees;
d. Industrial or workers' compensation insurance coverage;
e. Participation in any group insurance plans available to employees of the State of Texas;
f. Participation or contributions by the State to the State Employees Retirement System;
g. Accumulation of vacation leave or sick leave; or
h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. <u>A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission</u>. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.10 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.11 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.12 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.13 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.14 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.15 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.16 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.17 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.18 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.19 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.20 Civil Rights

a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
   2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq*.);
   4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq*.); and
   7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

   Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml

d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.

f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

APPENDIX E: HHSC Special Conditions, Version 1.0

HHSC Special
Conditions 1 0.pdf

Health and Human Services Commission
Special Conditions
Version 1.0

HHSC Special Conditions – Version 1.0
Published and Effective: March 1, 2016
Responsible Office: Office of Chief Counsel, HHSC Contract Group

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HHSC Special Conditions – Version 1.0
Published and Effective: March 1, 2016
Responsible Office: Office of Chief Counsel, HHSC Contract Group

HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

ARTICLE I. SPECIAL DEFINITIONS

"Conflict of Interest" means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor's, or Subcontractor's ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

"Contractor Agents" means Contractor's representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

"Custom Software" means Software developed as a Deliverable or in connection with the Agreement.

"Data Use Agreement" means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

"Federal Financial Participation" is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

"Item of Noncompliance" means Contractor's acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

"Minor Administrative Change" refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

"Other Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

"Outside the United States" means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

"Software" means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

"State" means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

"Third Party Software" refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

"Turnover" means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

"Turnover Plan" means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

"VUTC" means HHSC's Uniform Terms and Conditions – Vendor, Version 2.12

"WSD" means the Work, Services, or Deliverables to be performed or provided under the Contract.

ARTICLE II. **GENERAL PROVISIONS**

2.01 **Controlling Order**

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

a. The Signature Document;
b. These Special Conditions;
c. HHSC Uniform Terms and Conditions – Vendor;
d. The Solicitation and any addendums, corrections, and clarifications; then
e. Contractor's Solicitation Response and any agreed to modifications.

2.02 **Inducements**

In awarding the Contract, the HHSC relies on Contractor's assurances of the following:

a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
c. Contractor has performed similar WSD for other public or private entities;
d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC's current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
e. Contractor has had the opportunity to review and understand the State's stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

the capability to perform the WSD in accordance with the terms and conditions of the Contract; and

f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

2.03 **Delegation of Authority**

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

a. Make public policy;
b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

2.04 **Other System Agencies Participation in the Contract**

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

2.05 **Most Favored Customer**

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

2.06 **Assumption After Assignment**

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

2.07 **Cooperation with HHSC Vendors**

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2.08 **Renegotiation and Reprocurement Rights**

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

2.09 **Solicitation Errors**

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

ARTICLE III. **PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES**

3.01 **Authority**

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

3.02 **Prohibition**

Contractor agrees that, unless specifically authorized in writing by HHSC:

(1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
(2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
(3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

3.03 **Exception**

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

3.04 **Remedy**

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

ARTICLE IV. **CONTRACTOR PERSONNEL AND SUBCONTRACTORS**

4.01 **Qualifications**

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

4.02 **Conduct and Removal**

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

4.03 **No Authority**

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

4.04 **E-Verify**

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

(1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
(2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

4.05 **Subcontractors Not Identified in the Solicitation Response**

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than $100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

(1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
(2) Object to the selection of the Subcontractor; or
(3) Object to the subcontracting of the WSD proposed to be subcontracted.

ARTICLE V. **PERFORMANCE**

5.01 **Measurement**

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

(1) Compliance with Contract requirements, including all representations and warranties;
(2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
(3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
(4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

(5) Timeliness, completeness, and accuracy of WSD; and
(6) Achievement of specific performance measures and incentives as applicable.

ARTICLE VI. **AMENDMENTS AND MODIFICATIONS**

6.01 **Formal Procedure**

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

6.02 **Minor Administrative Changes**

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

6.03 **Technical Guidance Letters**

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

ARTICLE VII. **AUDITS AND RECORDS**

7.01 **Record Retention**

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at https://www.tsl.texas.gov/sites/default/files/public/tslac/slrm/state/schedules/529.PDF. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

7.02 **Access and Accommodation**

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 **Response to Audits or Inspection Findings**

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

(1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
(2) Performed by Contractor as part of the WSD; or
(3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

ARTICLE VIII. **PAYMENT**

8.01 **Duty to Make Payment**

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

ARTICLE IX. **CONFIDENTIALITY**

9.01 **Requests for Public Information**

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

9.02 **Consultant Disclosure**

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

9.03 **Other Confidential Information**

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES

AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE X. **DISPUTES AND REMEDIES**

10.01 **Agreement of the Parties**

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

10.02 **Operational Remedies**

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
2) Require additional or different corrective action(s) of HHSC's choice;
3) Suspension of all or part of the Contract or WSD;
4) Prohibit Contractor from incurring additional obligations under the Contract;
5) Issue stop Work Orders;
6) Assessment of liquidated damages as provided in the Contract;
7) Accelerated or additional monitoring;
8) Withholding of payments; and
9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

10.03 **Equitable Remedies**

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

10.04 **Continuing Duty to Perform**

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

ARTICLE XI. **DAMAGES**

11.01 **Availability and Assessment**

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

1) Through direct assessment and demand for payment to Contractor; or
2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

11.02 **Specific Items of Liability**

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

> **IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.**

ARTICLE XII. **TURNOVER**

12.01 **Turnover Plan**

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

12.02 **Turnover Assistance**

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

ARTICLE XIII. **ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS**

13.01 **HHSC Additional Rights**

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

13.02 **Third Party Software**

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

13.03 **Software and Ownership Rights.**

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

ARTICLE XIV. **MISCELLANEOUS PROVISIONS**

14.01 **Ability to Perform**

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

14.02 **Continuing Duty to Disclose**

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

14.03 **Conflicts of Interest**

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

14.04 **Flow Down Provisions**

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

14.05 **Recruitment Prohibition**

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

14.06 **Manufacturer's Warranties**

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

14.07 **Cooperation with HHSC Designees**

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

(1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
(2) Audit, inspection, or other investigative purposes; and
(3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

14.08 **Notice of Litigation or Contract Action**

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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APPENDIX F: Fiscal Year 2016 Policy and Procedure Manual for Family Planning Services

APNDX F - FY16
Family Planning Poli

FISCAL YEAR 2016

POLICY and PROCEDURE MANUAL

For

DSHS Family Planning Services

September 2015

Department of State Health Services
Division for Family and Community Health Services

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Introduction
General Information

PROGRAM AUTHORIZATION AND SERVICES

Program Background

DSHS Family Planning – State funds to provide family planning services to low-income women.

Title XIX – Medicaid (Title XIX of the Social Security Act) was created by Congress in 1965. All agencies that receive DSHS family planning funding are required also to be enrolled providers of services to Medicaid-eligible women and men. (Federal regulation citation: Title XIX, Social Security Act, [42 USC § 1396-1396v et. seq.] Grants to States for Medical Assistance Programs).

Texas Women's Health Program (TWHP) – The TWHP is a state-funded program administered by HHSC to provide uninsured women with family planning exams, related health screenings, and birth control. A woman is eligible for TWHP if she meets the following requirements:

- Age 18-44. Women can apply the month of their 18th birthday through the month of their 45th birthday.
- U.S. citizens and qualified immigrants.
- Reside in Texas.
- Do not currently receive full Medicaid benefits, CHIP, or Medicare Part A or B.
- Are not pregnant.
- Have not been sterilized, are infertile, or are unable to get pregnant due to medical reasons.*
- Do not have private health insurance that covers family planning services, unless filing a claim on the health insurance would cause physical, emotional or other harm from a spouse, parent, or other person.
- Have a countable household income at or below 185 percent of the federal poverty level.

*If a woman has received a sterilization procedure (such as Essure), but has not had the sterilization confirmed, the woman may still qualify for TWHP. TWHP covers the confirmation of the sterilization procedure. However, no other TWHP services are covered for women that have received a sterilization procedure.

Funding Sources

Family planning services are supported by the following funding streams: DSHS state funds, TWHP, and Title XIX (Medicaid). DSHS Family Planning Program funds are allocated through a competitive application process. Selected applicants negotiate contracts with DSHS. A variety of types of organizations provide family planning services, such as local health departments, medical schools, hospitals, private non-profit agencies, community-based clinics, federally qualified health centers (FQHCs), and rural health clinics. Providers must enroll with the Texas Medicaid and Healthcare Partnership (TMHP) in order

to provide DSHS Family Planning, TWHP, and Title XIX (Medicaid) services. Reimbursements are managed by TMHP.

State and federal law prohibits the use of funds awarded by DSHS to pay the direct or indirect costs (including overhead, rent, phones and utilities) of abortion procedures by contractors.

PURPOSE OF THE MANUAL

The DSHS *Family Planning Policy and Procedure Manual* is a guide for contractors who deliver DSHS family planning services in Texas. Providers of family planning services who are also reimbursed by Title XIX (Medicaid), must follow policies and procedures as established by the Texas Medicaid Program in the Texas Medicaid Provider Procedures Manual (TMPPM).

Federal and state laws related to reporting of child abuse, operation of health facilities, professional practice, insurance coverage, and similar topics also impact family planning services. Contractors are required to be aware of and comply with existing laws.

The state rules that apply most specifically to family planning services in Texas are found in the Texas Administrative Code (TAC), Title 25, Part I, Chapter 56.

Family planning contractors also must be in compliance with the DSHS Standards for Public Health Clinic Services**.**

For additional information about DSHS family planning services, access the DSHS Family Planning website.
Electronic versions of the TAC and DSHS Standards for Public Health Clinic Services, links to other DSHS programs' websites, and other useful information are available through the website.

DEFINITIONS

The following words and terms, when used in this manual, have the following meanings:

Barrier to Care – a factor that hinders a person from receiving health care (i.e., proximity (or distance), lack of transportation, documentation requirements, co-payment amount, etc.).

Client – An individual who has been screened and has successfully completed the eligibility process. The terms "client" and "patient" will be used interchangeably in this manual.

Compass 21 – Automated system used by Texas Medicaid and Healthcare Partnership to process claims for services delivered to Medicaid and DSHS Family Planning Program; also performs data collection and report functions for DSHS.

Consultation – A type of service provided by a physician with expertise in a medical or surgical specialty, and who, upon request of another appropriate healthcare provider, assists with the evaluation and/or management of a patient.

Contraception – The means of pregnancy prevention, including permanent and temporary methods.

Contractors – Any entity that the Department of State Health Services has contracted with to provide services. The contractor is the responsible entity even if there is a subcontractor involved who actually implements the services.

Co-Payments – Monies collected directly from clients for services.

Core Tool – A standardized instrument used to review all Community Health Services contractors to ensure compliance with basic requirements for operating a clinic providing health services as reflected in the DSHS Standards for Public Health Clinic Services

Department of State Health Services (DSHS) – The agency responsible for administering physical and mental health-related prevention, treatment, and regulatory programs for the State of Texas.

DSHS Labs – Austin and South Texas Lab (STL)**.**

Eligibility Date – Date the contractor determines an individual eligible for the program. The eligibility expiration date will be twelve months after the eligibility date.

Family Planning Services – Services that assist women and men in planning their families, whether it is to achieve, postpone, or prevent pregnancy. Family planning services should include the following: pregnancy test (if indicated), health history, physical examinations, basic infertility services, lab tests, STD services (including HIV/AIDS), and other preconception health services (e.g. screening for obesity, smoking, and mental health), counseling/education, and contraceptive supplies.

Federal Poverty Level (FPL) – The set minimum amount of income that a family needs for food, clothing, transportation, shelter and other necessities. In the United States, this level is determined by the Department of Health and Human Services. FPL varies according to family size. The number is adjusted for inflation and reported annually in the form of poverty guidelines. Public assistance programs, such as Medicaid, define eligibility income limits as some percentage of FPL.

Fiscal Year – State fiscal year from September 1 - August 31.

Health and Human Services Commission (HHSC) – State agency that has oversight responsibilities for designated Health and Human Services agencies, including DSHS, and administers certain health and human services programs including the Texas Medicaid Program, Children's Health Insurance Program (CHIP), and Medicaid waste, fraud, and abuse investigations.

Health Service Region (HSR) – Counties grouped within specified geographic service areas throughout the state.

Household (for the purpose of eligibility determination) – The household consists of a person living alone, or a group of two or more persons related by birth, marriage (including common law), or adoption, who reside together and are legally responsible for the support of the other person. If an unmarried applicant lives with a partner, ONLY count the partner's income and children as part of the household group IF the applicant and his/her partner have mutual children together. Unborn children should also be included. Treat applicants who are 18 years of age as adults. No children aged 18 and older or other adults living in the home should be counted as part of the household group.

Informed Consent – The process by which a health care provider ensures that the benefits and risks of a diagnostic or treatment plan, the benefits and risks of other appropriate options, and the benefits and risks of taking no action are explained to a patient in a manner that is understandable to that patient and allows the patient to participate and make sound decisions regarding his or her own medical care.

Intended pregnancy – Pregnancy a woman reports as timed well or desired at the time of conception.

Medicaid – Title XIX of the Social Security Act; reimburses for health care services delivered to low-income clients who meet eligibility guidelines.

Minor – In Texas, a minor is a person under 18 years of age who has never been married and never been declared an adult by a court (emancipated). See Texas Family Code Sections 101.003, 31.001-31.007, 32.003-004, 32.202.

Outreach – Activities that are conducted with the purpose of informing and educating the community about services and increasing the number of clients.

Patient – An individual receiving medical care, treatment, or services. The terms "patient" and "client" are used interchangeably in this manual.

Program Income – Monies collected directly by the contractor/provider for services provided under the contract award (i.e., third-party reimbursements such as Title XIX,TWHP, private insurance, and patient co-pay fees.) Program income also includes client donations.

Provider – An individual clinician or group of clinicians who provide services.

Referral – The process of directing or redirecting (as a medical case or a client) to an appropriate specialist or agency for definitive treatment; to direct to a source for help or information.

Reproductive Life Plan – A plan that outlines a client's personal goals regarding whether or not to have children, the desired number of children, and the optimal timing and spacing of children. Counseling should include the importance of developing a reproductive life plan and information about reproductive health, family planning methods and services, and obtaining preconception health services, as appropriate.

Texas Medicaid and Healthcare Partnership (TMHP) – The Texas Medicaid Claims and Primary Care Case Management (PCCM) Administrator. HHSC contracts with TMHP to process claims for providers.

Texas Women's Health Program (TWHP) – The TWHP is a state-funded program, administered by HHSC, to provide uninsured women with family planning exams, related health screenings, and birth control.

Title XIX Family Planning Program – Family planning services provided under Title XIX (Medicaid) of the Social Security Act, 42 United States Code §1396 *et seq*.

ACRONYMS

ADA	Americans with Disabilities Act
AMA	American Medical Association
BCCS	Breast and Cervical Cancer Services
CBE	Clinical Breast Exam
CDC	Centers for Disease Control and Prevention
CHIP	Children's Health Insurance Program
CHT	Center For Health Training
CLIA	Clinical Laboratory Improvement Amendments
CMB	Contracts Management Branch
CMS	Centers For Medicare and Medicaid
CPR	Cardiopulmonary Resuscitation
CPT	Current Procedural Terminology
DHHS	U.S. Department of Health and Human Services
DES	Diethylstilbestrol
DSHS	Texas Department of State Health Services
EOB	Explanation of Benefit
EDI	Electronic Data Interchange
EHR	Electronic Health Records
EMR	Electronic Medical Records
E/M	Evaluation and Management Services
EPT	Expedited Partner Therapy
FDA	Federal Drug Administration
FP	Family Planning
FPL	Federal Poverty Level
FQHC	Federal Qualified Health Center
FSR	Financial Status Report
HHSC	Texas Health and Human Services Commission
HIPAA	Health Insurance Portability and Accountability Act
HIV	Human immunodeficiency virus

HPV	Human papilloma virus
HSV	Herpes simplex virus
IRB	Institutional Review Board
IUC	Intrauterine Contraception
IUD	Intrauterine Device
LEP	Limited English Proficiency
NPI	National Provider Identifier
NPPES	National Plan and Provider Numeration System
PCCM	Primary Care Case Management
QA	Quality Assurance
QM	Quality Management
QMB	Quality Management Branch
R & S	Remittance and Status (Reports)
RFP	Request for Proposals
SDO	Standing Delegation Orders
STD	Sexually Transmitted Disease
STI	Sexually Transmitted Infection
TAC	Texas Administrative Code
TANF	Temporary Assistance for Needy Families
TMHP	Texas Medicaid Healthcare Partnership
TMPPM	Texas Medicaid Provider Procedures Manual
TPI	Texas Provider Identifier
TWHP	Texas Women's Health Program
UPSTF	The United States Preventive Services Task Force
WIC	Special Supplemental Nutrition Program for Women, Infants, and Children

Section I
Administrative Policies

Purpose: Section I assists the contractor in conducting administrative activities such as assuring client access to services and managing client records.

CLIENT ACCESS

The contractor must ensure that male and female clients are provided services in a timely and nondiscriminatory manner. The contractor must:

- Have a policy in place that delineates the timely provision of services.*
- Comply with all applicable civil rights laws and regulations including Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, and ensure services are accessible to persons with Limited English Proficiency (LEP) and speech or sensory impairments at no cost to client.
- Have a policy in place that requires qualified staff to assess and prioritize clients' needs.
- Provide referral resources for individuals that cannot be served or cannot receive a specific service.
- Manage funds to ensure that established clients continue to receive services throughout the budget year.
- Inform clients of TWHP services and encourage them to bring required documentation to the initial visit for eligibility processing.

**Family planning clients should be given an appointment as soon as possible - no later than 30 days - from initial request. Appointments for adolescents age 17 and younger should be seen as soon as possible - with every effort made to provide an appointment within two weeks of the request.*
(See also Section 1 Chapter 3 – Client Rights)

ABUSE AND NEGLECT REPORTING

DSHS expects contractors to comply with state laws governing the reporting of abuse and neglect. Contractors must have an agency policy regarding abuse and neglect. It is mandatory to be familiar with and comply with adult and child abuse and neglect reporting laws in Texas.

To report abuse or neglect, call **800-252-5400**, use the secure website or call any local or state law enforcement agency for cases that pose an imminent threat or danger to the client.

CHILD ABUSE REPORTING

DSHS Child Abuse Compliance and Monitoring
Chapter 261 of the Texas Family Code requires child abuse reporting. Contractors/providers are required to develop policies and procedures that comply with the child abuse reporting guidelines and requirements set forth in Chapter 261 and the DSHS Child Abuse, Screening, Documenting and Reporting Policy for Contractors/Providers.

The following outlines how the DSHS Quality Management Branch (QMB) staff will review for contractor compliance with these requirements.

Policy – Contractors must adopt the DSHS Child Abuse Screening, Documenting and Reporting Policy for Contractors/Providers and develop an internal policy specific to how these reporting requirements will be implemented throughout their agency, how staff will be trained, and how internal monitoring will be done to ensure timely reporting.

Procedures – During site monitoring of contractors by QMB the following procedures will be utilized to evaluate compliance:

1) The contractor's process used to ensure that staff is reporting according to Chapter 261 and the DSHS Child Abuse Screening, Documenting and Reporting Policy for Contractors will be reviewed as part of the Core Tool. To verify compliance with this item, monitors must review that the contractor:

a) adopted the DSHS Policy;

b) has an internal policy which details how the contractor will determine, document, report, and track instances of abuse, sexual or non-sexual, for all clients under the age of 17 in compliance with the Texas Family Code, Chapter 261 and the DSHS Policy;

c) followed their internal policy and the DSHS Policy; and

d) documented staff training on child abuse reporting requirements and procedures.

2) All records of clients under 14 years of age who are a) pregnant, or b) have a confirmed diagnosis of an STI/STD acquired in a manner other than through perinatal transmission or transfusion, will be reviewed for appropriate screening and reporting documentation as required in the clinic or site being visited during a site monitoring visit. The review of the records will involve reviewing that the DSHS Child Abuse Reporting Form was utilized appropriately, a report was made, and the report was made within the proper timeframes required by law.

3) If it is found during routine record review that a report should have been made as evidenced by the age of the client and evidence of sexual activity, the failure to appropriately screen and report will be identified as lack of compliance with the DSHS Policy. Failure to report will be brought to the attention of the staff person who should have made the report or the appropriate supervisor with a request to immediately report. This failure to report will also be discussed with the agency director and during the Exit Conference with the contractor.

4) The report sent to the contractor will indicate the number of applicable records reviewed in each clinic and the number of records that were found to be out of compliance. This report will be sent to the contractor approximately 6 weeks from the date of the review, which is the usual process for Site Monitoring Reports.

5) The contractor will have 6 weeks to respond with written corrective actions to all findings. If the contractor does not provide corrective actions during the required time period, the contractor will be sent a past due letter with a time period of 10 days to submit the corrective actions. If the corrective actions are not submitted during the time period given, failure to submit the corrective action is considered a subsequent finding of noncompliance with Chapter 261 and the DSHS Policy.

If the contractor has other findings that warrant technical assistance or accelerated monitoring review, either regional or central office staff will make the necessary contacts. Records and/or policies will again be reviewed to ensure compliance with Chapter 261 and the DSHS Policy requirements. If any subsequent finding of noncompliance is identified during a subsequent monitoring or technical assistance visit, the contractor will be referred for financial sanctioning.

6) If a contractor is found to have minimal findings overall but did have findings of noncompliance with Chapter 261 and the DSHS Policy, an additional accelerated monitoring visit solely to review child abuse reporting will not be conducted. For agencies that receive technical assistance visits as a result of a quality assurance review, the agency child abuse reporting processes will be reviewed again for compliance with the child abuse reporting requirements with which the agency did not comply. In all cases, the corrective actions submitted by the contractor will be reviewed

to ensure that the issues have been addressed. Agencies who do not receive an accelerated monitoring and/or technical assistance visit will be required to complete the DSHS Progress Report, Compliance with Child Abuse Reporting within 3 months after the corrective actions are begun (no later than 6 months from the initial visit). Failure to submit a Progress Report within the required time period or submission of a report that is not adequate constitutes a subsequent finding of noncompliance with the DSHS Child Abuse Screening, Documenting, and Reporting Policy for Contractors/Providers and the contractor will be referred for financial sanctions.

HUMAN TRAFFICKING

DSHS mandates that contractors comply with state laws governing the reporting of abuse and neglect. Additionally, as part of the requirement that contractors comply with all applicable federal laws, family planning contractors must comply with the federal anti-trafficking laws, including the Trafficking Victims Protection Act of 2000 (Pub.L.No. 106-386), as amended, and 19 U.S.C. 1591.

Contractors must have a written policy on human trafficking which includes the provision of annual staff training.

INTIMATE PARTNER VIOLENCE (IPV)

Intimate partner violence (IPV) describes physical, sexual, or psychological harm by a current or former partner or spouse. This type of violence can occur among heterosexual or same-sex couples and does not require sexual intimacy.

Contractors must have a written policy related to assessment and prevention of IPV, including the provision of annual staff training.

CONFIDENTIALITY

All contracting agencies must be in compliance with the U.S. Health Insurance Portability and Accountability Act of 1996 (HIPAA) established standards for protection of client privacy.

Employees and volunteers must be made aware during orientation that violation of the law in regard to confidentiality may result in civil damages and criminal penalties. All employees, volunteers, sub-contractors, and board members and/or advisory board must sign a confidentiality statement during orientation.

The client's preferred method of follow-up for clinic services (cell phone, email, work phone) and preferred language must be documented in the client's record (See Client Health Record - Section II, Chapter 3).

Each client must receive verbal assurance of confidentiality and an explanation of what confidentiality means (kept private and not shared without permission) and any applicable exceptions such as abuse reporting (See Abuse and Neglect Reporting - Section I, Chapter 2).*

***Minors and Confidentiality**
Except as permitted by law, a provider is legally required to maintain the confidentiality of care provided to a minor. Confidential care does not apply when the law requires parental notification or consent or when the law requires the provider to report health information, such as in the cases of contagious disease or abuse. The definition of privacy is the ability of the individual to maintain information in a protected way. Confidentiality in health care is the obligation of the health-care provider to not disclose protected information. While confidentiality is implicit in maintaining a patient's privacy, confidentiality between provider and patient is not an absolute right.

The HIPAA privacy rule requires a covered entity to treat a "personal representative" the same as the individual with respect to uses and disclosures of the individual's protected health information. In most cases, parents are the personal representatives for their minor children, and they can exercise individual rights, such as access to medical records, on behalf of their minor children. (Code of Federal Regulations [45CFR164.504]).

NON-DISCRIMINATION

DSHS contractors must comply with state and federal anti-discrimination laws, including and without limitation:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
- Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
- Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);

- Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681- et seq.); and
- Administrative rules for HHS agencies, as set forth in the Texas Administrative Code.

More information about non-discrimination laws and regulations can be found on the HHSC Civil Rights website.

To ensure compliance with non-discrimination laws, regulations, and policies, contractors must:

- Have a written policy that states the agency does not discriminate on the basis of race, color, national origin, including limited English proficiency (LEP), sex, age, religion, disability, or sexual orientation;

- Have a policy that addresses client rights and responsibilities that is applicable to all clients requesting family planning services;

- Sign a written assurance to comply with applicable federal and state non-discrimination laws and regulations;

- Notify all clients and applicants of the contractor's non-discrimination policies and complaint procedures;

- Ensure that all contractor staff is trained in the contractor's non-discrimination policies, including policies for serving clients with LEP, and HHS complaint procedures; and

- Notify the HHSC Civil Rights Office of any discrimination allegation or complaint related to its programs and services no later than ten (10) calendar days after receipt of the allegation or complaint.

- Send notices to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885

Limited English Proficiency
To ensure compliance with civil rights requirements related to LEP, contractors must:

- Take reasonable steps to ensure that LEP persons have meaningful access to its programs and services, and not require a client with LEP to use friends or family members as interpreters. However, a family member or friend may serve as a client's interpreter, if requested, if the family member or friend does not compromise the effectiveness of the service nor violate client confidentiality; and

- Make clients and applicants with language service needs, including persons with LEP and disabilities, aware that the contractor will provide an interpreter free of charge.

Civil Rights Posters
The contractor must prominently display in client common areas, including lobbies and waiting rooms, front reception desk, and locations where clients apply for services, the following posters:

- "Know Your Rights" **[English] [Spanish]**

  Size: 8.5" x 11" (standard size sheet of paper).
  Posting Instructions: Post the English and Spanish versions of this poster next to each other.
  Questions: Contact the HHSC Civil Rights Office.

- "Need an Interpreter" **[Language Translation] [American Sign Language]**

  Size: 8.5" x 11" (standard size sheet of paper).
  Posting Instructions**:** Post the "Language Translation" version and "American Sign Language" version next to each other.
  Questions: Contact the HHSC Civil Rights Office.

- Americans with Disabilities Act **[English A] [Spanish A] [English B] [Spanish B]**

  Size: 8.5" x 11" and 11" x 13"
  Posting instructions: Post with other civil rights posters.
  Questions: Contact the HHSC Civil Rights Office.

Questions concerning this section and civil rights matters can be directed to the HHSC Civil Rights Office.

Civil Rights Survey
Contractors can use the Self-Assessment for Civil Rights Compliance to conduct a self-assessment concerning civil rights compliance, and have copies available of the survey.

The survey can be downloaded from the Quality Management Branch (QMB) website. Questions concerning the self–assessment and surveys can be directed to the DSHS Quality Management Branch.

TERMINATION OF SERVICES

Clients must never be denied services due to an inability to pay.

Contractors have the right to terminate services to a client if the client is disruptive, unruly, threatening, or uncooperative to the extent that the client seriously impairs the contractor's ability to provide services or if the client's behavior jeopardizes his or her own safety, clinic staff, or other clients.

Any policy related to termination of services must be included in the contractor's policy and procedures manual.

RESOLUTION OF COMPLAINTS

Contractors must ensure that clients have the opportunity to express concerns about care received and to further ensure that those complaints are handled in a consistent manner. Contractors' policy and procedure manuals must explain the process clients will follow if they are not satisfied with the care received. If an aggrieved client requests a hearing, a contractor shall not terminate services to the client until a final decision is rendered.

Any client complaint must be documented in the client's record.

PROMPT SERVICES

Contractors are responsible for ensuring that family planning services are provided to clients in a timely manner, preferably within 30 days of the request for services.

Clients who request contraception but cannot be immediately provided a clinical appointment must be offered a nonprescription method.

Adolescents age 17 and younger must be provided family planning counseling and medical services as soon as possible of request - with every effort made to provide an appointment within two weeks of the request.

Clinic/reception room wait times should be reasonable so as not to represent a barrier to service.

FREEDOM OF CHOICE

DSHS Family Planning clients are guaranteed the right to choose family planning providers and methods without coercion or intimidation. Acceptance of family planning

services must not be a prerequisite to eligibility for or receipt of any other service or assistance.

Medicaid clients are free to receive services from any Medicaid-enrolled family planning provider, even in managed care areas.

Personnel at contractors' clinics must be informed that they may be subject to prosecution under federal law if they coerce or endeavor to coerce any person to undergo an abortion or sterilization procedure. [Section 205 of Public Law 94-63. Contractors must have a written policy to this effect. (See TAC § 56.11)

RESEARCH (HUMAN SUBJECT CLEARANCE)

Any DSHS Family Planning contractor that wishes to participate in any proposed research that would involve the use of DSHS Family Planning clients as subjects, the use of DSHS Family Planning clients' records, or any data collection from DSHS Family Planning clients, must obtain prior approval from the DSHS Family Planning Program and be approved by the DSHS Institutional Review Board (IRB).

Contractors should first contact the DSHS Family Planning Program (famplan@dshs.state.tx.us) to initiate a research request. Next, contractors should complete the most current version of the DSHS IRB #1 application and submit it to famplan@dshs.state.tx.us. The DSHS IRB will review the materials and approve or deny the application.

The contractor must have a policy in place that indicates that prior approval will be obtained from the DSHS Family Planning Program, as well as the DSHS IRB, prior to instituting any research activities. The contractor must also ensure that all staff is made aware of this policy through staff training. Documentation of training on this topic must be maintained.

CLIENT RECORDS MANAGEMENT

DSHS Contractors must have an organized and secure client record system. The contractor must ensure that the record is organized, readily accessible, and available to the client upon request with a signed release of information. The record must be kept confidential and secure, as follows:

- Safeguarded against loss or use by unauthorized persons;
- Secured by lock when not in use and inaccessible to unauthorized persons; and
- Maintained in a secure environment in the facility, as well as during transfer between clinics and in between home and office visits.

The written consent of the client is required for the release of personally identifiable information, except as may be necessary to provide services to the client or as required by law, with appropriate safeguards for confidentiality. HIV information should be handled according to law.

When information is requested, contractors should release only the specific information requested. Information collected for reporting purposes may be disclosed only in summary, statistical, or other form that does not identify particular individuals. Upon request, clients transferring to other providers must be provided with a copy or summary of their record to expedite continuity of care. Electronic records are acceptable as medical records.

Contractors, providers, subrecipients, and subcontractors must maintain for the time period specified by DSHS all records pertaining to client services, contracts, and payments. Record retention requirements are found in Title 1, Part 15 TAC §354.1003 (relating to Time Limits for Submitted Claims) and Title 22, Part 9 TAC §165 (relating to Medical Records). Contractors must follow contract provisions and the DSHS Retention Schedule for Medical Records. All records relating to services must be accessible for examination at any reasonable time to representatives of DSHS and as required by law.

PERSONNEL POLICY AND PROCEDURES

Contractors must develop and maintain personnel policies and procedures to ensure that clinical staff are hired, trained, and evaluated appropriately for their job position. Personnel policies and procedures must include:

- job descriptions,
- a written orientation plan for new staff to include skills evaluation and/or competencies appropriate for the position, and
- a performance evaluation process for all staff.

Job descriptions, including those for contracted personnel, must specify required qualifications and licensure. All staff must be appropriately identified with a name badge.

Contractors must show evidence that employees meet all required qualifications and are provided annual training. Job evaluations should include observation of staff/client interactions during clinical, counseling, and educational services.

Contractors shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. All employees and board members must complete a conflict of interest statement during orientation. All medical care must be provided under the supervision, direction, and responsibility of a qualified Medical Director. The Family Planning Program Medical Director must be a licensed Texas physician.

Contractors must have a documented plan for organized staff development. There must be an assessment of:

- training needs;
- quality assurance indicators; and
- changing regulations/requirements.

Staff development must include orientation and in-service training for all personnel and volunteers. (Non-profit entities must provide orientation for board members and government entities must provide orientation for their advisory committees). Employee orientation and continuing education must be documented in agency personnel files.

FACILITIES AND EQUIPMENT

DSHS contractors are required to maintain a safe environment at all times. Contractors must have written policies and procedures that address the handling of hazardous materials, fire safety, and medical equipment.

Hazardous Materials – Contractors must have written policies and procedures that address:

- the handling, storage, and disposing of hazardous materials and waste according to applicable laws and regulations;
- the handling, storage, and disposing of chemical and infectious waste, including sharps; and
- an orientation and education program for personnel who manage or have contact with hazardous materials and waste.

Fire Safety – Contractors must have a written fire safety policy that includes a schedule for testing and maintenance of fire safety equipment. Evacuation plans for the premises must be clearly posted and visible to all staff and clients.

Medical Equipment – Contractors must have a written policy and maintain documentation of the maintenance, testing, and inspection of medical equipment, including automated external defibrillators (AED). Documentation must include:

- assessments of the clinical and physical risks of equipment through inspection, testing, and maintenance;
- reports of any equipment management problems, failures, and use errors;
- an orientation and education program for personnel who use medical equipment; and
- manufacturer recommendations for care and use of medical equipment.

Smoking Ban – Contractors must have written policies that prohibit smoking in any portion of their indoor facilities. If a contractor subcontracts with another entity for the provision of health services, the subcontractor must comply with this policy.

Disaster Response Plan – Written and oral plans that address how staff are to respond to emergency situations (i.e., fires, flooding, power outage, bomb threats, etc.). The disaster plan must identify the procedures and processes that will be initiated during a disaster and the staff (position/s) responsible for each activity. A disaster response plan must be in writing, formally communicated to staff, and kept in the workplace available to employees for review. For an employer with ten or fewer employees the plan may be communicated orally to employees.

For additional resources on facilities and equipment, see the Occupational Safety and Health Administration website.

QUALITY MANAGEMENT

Organizations that embrace Quality Management (QM) concepts and methodologies and integrate them into the structure of the organization and day-to-day operations discover a very powerful management tool. Quality Management programs can vary in structure and organization and will be most effective if they are individualized to meet the needs of a specific agency, services and the populations served.

Contractors are expected to develop quality processes based on the four core Quality Management principles that focus on:

- the client,
- systems and processes,
- measurement, and
- teamwork.

Contractors must have a Quality Management program individualized to their organizational structure and based on the services provided. The goals of the quality program should ensure availability and accessibility of services, and quality and continuity of care.

A Quality Management program must be developed and implemented that provides for ongoing evaluation of services. Contractors should have a comprehensive plan for the internal review, measurement and evaluation of services, the analysis of monitoring data, and the development of strategies for improvement and sustainability. Contractors who subcontract for the provision of services must also address how quality will be evaluated and how compliance with DSHS policies and basic standards will be assessed with the subcontracting entities.

The Quality Management Committee, whose membership consists of key leadership of the organization, including the Executive Director/CEO and the Medical Director, and any other appropriate staff where applicable, annually reviews and approves the quality work plan for the organization. The Medical Director must be a licensed Texas physician.

The Quality Management Committee must meet at least quarterly to:

- receive reports of monitoring activities;
- make decisions based on the analysis of data collected;
- determine quality improvement actions to be implemented; and
- reassess outcomes and goal achievement.

Minutes of the discussion, actions taken by the committee, and a list of the attendees must be maintained.

The quality work plan at a minimum must:

- include clinical and administrative standards by which services will be monitored;
- include process for credentialing and peer review of clinicians;
- identify individuals responsible for implementing monitoring, evaluating and reporting;
- establish timelines for quality monitoring activities;
- identify tools/forms to be utilized; and
- outline reporting to the Quality Management Committee.

Although each organization's quality management program is unique, the following activities must be undertaken by all agencies providing client services:

- On-going eligibility, billing, and clinical record reviews to assure compliance with program requirements and clinical standards of care;
- Tracking and reporting of adverse outcomes;
- Client satisfaction surveys;
- Annual review of facilities to maintain a safe environment, including an emergency safety plan;
- Annual review of policies, clinical protocols, standing delegation orders (SDOs), and immunization status to ensure they are current; and
- Performance evaluations to include primary license verification, DEA, and immunization status to ensure they are current.

DSHS Contractors who subcontract for the provision of services must also address how quality will be evaluated and how compliance with policies and basic standards will be assessed with the subcontracting entities including:

- Annual license verification (primary source verification);
- Clinical record review;
- Eligibility and billing review;
- On-site facility review;
- Annual client satisfaction evaluation process; and
- Child abuse training and reporting – subcontractor staff.

Data from these activities must be presented to the Quality Management Committee. Plans to improve quality should result from the data analysis and reports considered by the committee and should be documented.

PHARMACY

In order to facilitate client access to and compliance with contraceptive methods and related medications, **it is required that all contractors have at least a Class D pharmacy at each DSHS Family Planning clinic site.**

Pharmacies must be operated in accordance with federal and state laws relating to security and record-keeping for drugs and devices. The inventory, supply, and provision of pharmaceuticals must be conducted in accordance with state pharmacy laws and professional practice regulations. It is essential that each facility maintain an adequate supply and variety of drugs and devices on-site to effectively manage the contraceptive needs of its patients.

Class D Pharmacy Exemption

Contractors may request an exemption to the on-site Class D pharmacy requirement, if such an exemption would facilitate client access to contraceptive methods and related medications. Requests for exemptions must be made in writing to the DSHS Preventive Care Branch and will be considered on a case-by-case basis. Exemption requests must 1) describe the process through which a patient obtains medication from the referral pharmacy/pharmacies, and 2) include justification wherein referring clients to an off-site pharmacy benefits the agency and/or clients. The following criteria must be met in order to potentially qualify for an exemption:

1. A signed and fully executed Memorandum of Understanding (MoU) with referral pharmacy/pharmacies, which includes the purpose of cooperation and details coordination with between the contractors and the referral pharmacy/pharmacies to provide the following medications:
   - non-clinician administered hormonal contraceptive methods [oral contraceptives; transdermal hormonal contraceptives (patch); and vaginal hormonal contraceptives (ring)];
   - anti-infectives for the treatment of STIs and other infections; and
   - other medications necessary to treat health care needs of the family planning patient population.
2. The agreement made with referral pharmacy/pharmacies must not create barriers to the client receiving the prescribed medication.
3. The referral pharmacy/pharmacies is/are located within a reasonable distance to participating clients.
4. Clients do not incur additional costs to obtain medications.

5. The contractor has a written policy that ensures clients can obtain prescribed medication refills from the cooperating pharmacy/pharmacies without an additional clinic visit (unless medically indicated/necessary).

SEPARATION OF FAMILY PLANNING AND ABORTION SERVICES

A DSHS contractor will not be disqualified from receipt of family planning funds because of its affiliation with an entity that performs elective abortions, provided that such affiliation satisfies the following requirements:

Legal Separation
DSHS contractors and their abortion-services affiliates must be legally separate corporations. Each entity must have separate articles of incorporation with distinct filing certifications from the Texas Secretary of State's Office, separate bylaws, and separate State of Texas Tax Identification numbers. State or local governmental entities that contract with DSHS to provide family planning services and their abortion-services affiliates must be legally separate organizations and must have separate governing structures.

Easily Distinguishable Names
DSHS contractors and their abortion-services affiliates must have easily distinguishable names so that a reasonable person can easily distinguish between the DSHS contractor and the affiliated abortion-services provider. This requirement applies to both the legal names of the entities and their "doing business as" names.

Separate Boards of Directors and Governing Bodies
DSHS contractors and their abortion-services affiliates must maintain separate boards of directors or governing bodies. Each entity's board of directors or governing body must meet separately and maintain separate records. The minutes, recordings, or other documents that record the activities of the board of directors or governing body of a DSHS contractor must clearly indicate that any business discussed by the board of directors or governing body is intended to be primarily business of the DSHS contractor, rather than a discussion of the business of an affiliate.

No Direct or Indirect Subsidy
DSHS contracting agencies may not transfer any family planning funds to their abortion-services affiliate. If there are shared expenses among the entities, a formal "cost sharing" agreement between the entities must be maintained that clearly indicates each of the shared expenses (e.g. overhead, rent, phones, equipment and utilities) and how the expenses have been apportioned between the entities. The methodology used to apportion a fair value for any shared expenses must be in accordance with generally acceptable accounting principles. Each entity must maintain separate cost allocation plans that only include that entity's portion of any shared costs as outlined by the formal "cost sharing" agreement. All financial transactions between entities must be clearly delineated and maintained separately in each entity's financial records. All recorded transaction between entities must include the date, time, amount, and purpose of the transaction.

Detailed Employee Timekeeping

Detailed timekeeping records must be maintained for any person employed by both a DSHS contractor and its abortion-services affiliate. Each entity must keep separate timekeeping records for such employees that clearly reflect the work performed for each entity. Payroll costs for these employees must accurately reflect the timekeeping records of each entity and must show that only time employed for an entity is reflected in that entity's payroll records. Such employees must never be paid by one entity while performing work related duties for the other. For a description of acceptable timekeeping systems that may be used for these purposes please see Section 6.05.01 of the DSHS Contractor's Financial Procedures Manual.

Clear Signage

If a DSHS contractor and its abortion-services affiliate are located at the same physical location, the existence and separate nature of the affiliate relationship and the services provided by each entity must be clearly reflected by all signage located in areas accessible to the public. Signage in this instance is a physical or electronic representation that reflects the name, location, and/or services provided by each entity. Signage may include, but is not limited to:

- signs posted or painted on the interior or exterior doors or windows of a physical location;
- phonebook listings;
- websites;
- social networking sites; and
- email footers.

Family planning funds may never be used to pay for any portion of an abortion-services affiliate's signage. This includes either a physical sign or an electronic representation such as a webpage.

Separate Books

DSHS contractors and their abortion-services affiliates must each maintain separate records adequate to show compliance with the requirements listed above. All transactions between the DSHS contracting agency and its abortion-services affiliate, as outlined in their formal "cost sharing" agreement, must be clearly delineated in each entity's financial records. All recorded transactions between entities must include the date, time, amount, and purpose of the transaction.

Reporting Additional Shared Sites to DSHS

Contractors must notify, in writing, their contract manager if an abortion-services affiliate is located at a new or existing location where DSHS services are provided.

Section II
Eligibility, Client Services, and Community Activities

Purpose: Section II provides policy requirements for providing client services and community activities.

CLIENT ELIGIBILITY SCREENING PROCESS

DSHS Family Planning contracted agencies must screen all potential family planning clients for eligibility in the following programs that provide family planning services: Medicaid, the Texas Women's Health Program (TWHP), and then the DSHS Family Planning Program. Eligibility screening criteria and processes are described below.

SCREENING FOR MEDICAID AND TWHP

If the client has a Medicaid card, it can be used to document Medicaid eligibility. All women 18-44 years of age who are not eligible for full Medicaid services must be screened for TWHP.

How to know if a person is covered by the TWHP:

- She will be issued a 'Your Texas Benefits' card with "TWHP" printed in the upper right corner.
- She should show her 'Your Texas Benefits' card at the point of service delivery.

Even with this card, providers must verify the person's eligibility. Providers can log on to www.YourTexasBenefitsCard.com or call TMHP at 1-800-925-9126. Providers can also log on to TexMedConnect to check the member's Medicaid ID number (PCN).

If a woman is screened as potentially eligible for TWHP, the contractor must assist the client to complete the TWHP Application Form #H1867. (See below for additional information to assist clients with the TWHP application process).

TEXAS WOMEN'S HEALTH PROGRAM (TWHP)

All women 18-44 years of age must be screened for TWHP. TWHP is a state-funded program administered by the Texas Health and Human Services Commission (HHSC) to provide uninsured women with family planning exams, related health screenings, and birth control. Family planning contractors must be a provider of TWHP services.

TWHP is for women who meet the following qualifications:

- ages 18-44 - women can apply the month of their 18th birthday through the month of their 45th birthday;
- U.S. citizens and qualified immigrants;
- reside in Texas;

- do not currently receive full Medicaid benefits, Children's Health Insurance Program (CHIP), or Medicare Part A or B;
- are not pregnant;
- have not been sterilized, are infertile, or are unable to get pregnant due to medical reasons;*
- do not have private health insurance that covers family planning services, unless filing a claim on the health insurance would cause physical, emotional or other harm from a spouse, parent, or other person; and
- have a countable household income at or below 185 percent of the federal poverty level.

**If a woman has received a sterilization procedure but has not had the sterilization confirmed, the woman may still qualify for TWHP. TWHP covers the confirmation of the sterilization procedure. However, no other TWHP services are covered for women that have received a sterilization procedure.*

Contractors must assist individuals who screen eligible for TWHP to complete the TWHP Application Form #H1867 and verify the person's income, identity and citizenship in accordance with TWHP policies. Adjunctive eligibility is available if she or a member of her family is participating in a gateway program that requires income verification and is limited to participants at or below 185% FPL (Special Supplemental Nutrition Program for Women, Infants, and Children [WIC], Food Stamps, Temporary Assistance for Needy Families or children's Medicaid). For more information on documents that are acceptable as proof of adjunctive eligibility see the TWHP website.

The TWHP Application, HHSC Form # H1867 is used to apply for the TWHP if the screening form indicates that a woman is likely to be determined eligible. Note: a TWHP Screening Tool or TWHP Application Form #H1867 must be maintained in the client record for all potentially eligible TWHP clients.

After ensuring that the application is completed and signed, the contractor must fax the front page of the application to the toll-free number included on the application to HHSC for processing. Verification of income, expenses, or adjunctive eligibility, identity, and citizenship must also be faxed with the application. Contractors must fax the application to the eligibility office even if all required documentation is not provided by the client. The eligibility office will contact the client for any missing information. To minimize paperwork and the chance that verification will be lost, the documents should be photocopied to fit on one sheet, if possible. A woman's enrollment in the TWHP will be effective from the first day of the month the State receives her application for the program. For example, if a woman applies for the TWHP on January 20 and she is certified, her enrollment will be effective starting January 1.

RE-SCREENING FOR THE TWHP

DSHS contractors are not required to re-screen TWHP clients who return for services within 35 calendar days of their initial visit. Any client whose eligibility for TWHP has not been determined after 35 days of the initial visit, must be re-screened at subsequent visits. Clients who were initially screened ineligible for the TWHP because of their citizenship or immigration status must be re-screened annually or when the client reports a change in their citizenship or immigration status. If the client has been deemed ineligible, a copy of the denial letter must be maintained in the client record. Clients who do not provide a copy of denial letter must be re-screened at subsequent visits.

Contractors are not required to re-screen new clients who are already recipients of the TWHP or Medicaid. For clients who have not previously been screened for the TWHP by the clinic where she is seeking services, a photocopy of their eligibility card must be maintained in the client record to document eligibility. Individuals who refuse to apply for the TWHP must be re-screened at subsequent visits.

SCREENING FOR DSHS FAMILY PLANNING PROGRAM ELIGIBILITY

All DSHS Family Planning contractors must perform an annual eligibility screening assessment on all clients who present for family planning services. DSHS Family Planning contractors must use one of the following eligibility screening tools to assess client eligibility for family planning services:

- DSHS INDIVIDUAL Eligibility Screening Form (EF05-14215) (see Appendix B); DSHS HOUSEHOLD Eligibility Screening Form (EF05-14214) with HOUSEHOLD Eligibility Screening Form Worksheet (Form EF05-13227) (See Appendix C); or

- Any other eligibility screening form substitute (e.g., in-house form, electronic/automated form, phone interview, etc.), that contains the required DSHS information for determining eligibility, and is approved by the DSHS Family Planning Program.

The completed eligibility form must be maintained in the client record, indicating the client's poverty level and the co-pay amount he or she will be charged. Client eligibility must be assessed on an annual basis.

The eligibility assessment may be completed over the phone or in the office, but a completed screening tool must be maintained in the client record.

DETERMINING DSHS FAMILY PLANNING PROGRAM ELIGIBILITY

Eligibility Requirements

- Eligible clients must be:

- females of childbearing age who have not had sterilization surgery or other condition resulting in sterilization and who are seeking family planning services;

- males of reproductive age who have not had sterilization surgery or other condition resulting in sterilization and who are seeking family planning services;

- Texas residents. Residency is self-declared. Contractors may require residency verification, but such verification should not jeopardize delivery of services;

- at/or under 250% of the federal poverty level (FPL). Contractors must require income verification. If the methods used for income verification jeopardize the client's right to confidentiality or impose a barrier to receipt of services, the contractor must waive this requirement. Reasons for waiving verification of income must be noted in the client record.

  - For un-emancipated, unmarried individuals UNDER 18 years of age, if parental consent is required for the receipt of services per Section 32 of the Texas Family Code, the family's income must be considered in determining the charge for the service.

  - If parental consent is not required to provide services to an individual UNDER 18 years of age, per Section 32 of the Texas Family Code, only the individual's income is used to assess eligibility, not the income of other family members. In this case, the minor's own income is applied and the size of the family should be recorded as one.

Contractors who have expended their awarded funds must continue to serve their existing eligible clients (clients seen within the current contract year).

For the purpose of determining family planning eligibility, the following definitions will be used:

- **Household** -- The household consists of a person living alone or a group of two or more persons related by birth, marriage including common-law, or adoption, who reside together and are legally responsible for the support of the other person. Household is self-declared.

  - For example: If an unmarried applicant lives with a partner, ONLY count the partner's income and children as part of the household IF the applicant and his/her partner have mutual children together. Unborn children should also

be included. Treat applicants who are 18 years of age as adults. No children aged 18 and older or other adults living in the household should be counted as part of the household group.

- **Income** -- All income received must be included. Income is calculated before taxes (gross). Include sources of income as defined in the DSHS Family Planning Definition of Income (See Appendix D).

  - For individuals who are married or who are 18 years of age or older, the income of all family members must be used.

  - For un-emancipated, unmarried individuals UNDER 18 years of age, if parental consent is required for the receipt of services per Section 32 of the Texas Family Code, the family's income must be considered in determining the charge for the service.

  - If parental consent is not required to provide services to an individual UNDER 18 years of age, per Section 32 of the Texas Family Code, only the individual's income is used to assess eligibility, not the income of other family members. In this case, the minor's own income is applied and the size of the family should be recorded as one.

- **Income Deductions -** Dependent care expenses shall be deducted from total income in determining eligibility. Allowable deductions are actual expenses up to $200.00 per child per month for children under age 2 and $175.00 per child per month for each dependent age 2 or older.

  Legally obligated child support payments made by a member of the household group shall also be deducted. Payments made weekly, every two weeks or twice a month must be converted to a monthly amount by using one of the conversion factors listed below.

Monthly Income Calculation

- If income is received in lump sums or at longer intervals than monthly, such as seasonal employment, the income is prorated over the period of time the income is expected to cover.
- Weekly income is multiplied by 4.33.
- Income received every two weeks is multiplied by 2.17.
- Income received twice monthly is multiplied by 2.
- Subsidized services must be made available to clients up to 250% of the current FPL.

ADJUNCTIVE ELIGIBILITY

An applicant is considered adjunctively (automatically) eligible for DSHS Family Planning Program services at an initial or renewal eligibility screening, if she is currently enrolled in one of the following programs:

- Children's Health Insurance Program (CHIP) Perinatal,
- Medicaid for Pregnant Women,
- Special Supplemental Nutrition Program for Women, Infants, and Children (WIC),
- Supplement Nutrition Assistance Program (SNAP), or
- Texas Women's Health Program (TWHP).

The applicant must be able to provide proof of active enrollment in the adjunctively eligible program. Acceptable eligibility verification documentation may include:

PROGRAM	DOCUMENTATION
CHIP Perinatal	*CHIP Perinatal benefits card*
Medicaid for Pregnant Women	*'Your Texas Benefits' card (Medicaid card)***
SNAP	*SNAP eligibility letter*
TWHP	*'Your Texas Benefits' card***
WIC	*WIC verification of certification letter, printed WIC-approved shopping list, or recent WIC purchase receipt with remaining balance*

**NOTE: Presentation of the 'Your Texas Benefits' card does not completely verify current eligibility. To verify eligibility, contractors can go to www.YourTexasBenefitsCard.com, call TMHP at 1-800-925-9126, or access TexMedConnect to enter or give the applicant's Medicaid ID number (PCN) as listed on the card.

If the applicant's current enrollment status cannot be verified during the eligibility screening process, adjunctive eligibility would not be granted. Contractor would then determine eligibility according to usual protocols.

CALCULATION OF APPLICANT'S FEDERAL POVERTY LEVEL PERCENTAGE

Household FPL Calculation

If a contractor collects a client co-pay, the contractor must determine the applicant's exact household Federal Poverty Level (FPL) percentage. The steps to do so include:

1. Determine the applicant's household size.
2. Determine the applicant's total monthly income amount.
3. Divide the applicant's **total monthly income** amount by the **maximum monthly income** amount at 100% FPL, for the appropriate **household size**.
4. Multiply by 100%

The maximum monthly income amounts by household size are based on the Department of Health and Human Services federal poverty guidelines. The guidelines are subject to change around the beginning of each calendar year. For more information see Appendix E.

Example:
Applicant has a total monthly income of $2,063 and counts three (3) family members in the household.

Total Monthly Income		Maximum Monthly Income (Household Size of 3)						Actual Household FPL%
$2,093	÷	$1,674	=	1.25	x	100%	=	125% FPL

DATE ELIGIBILITY BEGINS

An individual is eligible for services beginning the date the contractor determines the individual eligible for the program and signs the completed application.

CLIENT FEES/CO-PAYS

All family planning services provided at a DSHS family planning funded clinic, including non-reimbursable services, must be offered on a fee scale. (See sample fee scale Appendix E.)

Please note the following:

- Medicaid-eligible clients must never be charged a fee for services covered by Medicaid.
- TWHP-eligible clients must never be charged a fee for services covered by TWHP.

- Clients must never be denied services because of inability to pay current fees or any fees owed. Signs indicating this policy should be visibly posted at contractor clinic sites.

CO-PAY GUIDELINES:

- All clients between 101% and 250% FPL must be assessed a fee or co-pay for family planning services. A client's account must reflect that they have been charged a fee or co-pay even if they were unable to pay at the time of services or if the fee or co-pay was waived.

- Clients that are responsible for paying any fee for their services should be given bills directly at the time of services.

- Contractors must maintain records regarding client fees paid and any balance owed. However, contractors must have a system for aging accounts receivable. This system must be documented in the contractor's policy and procedures and must clearly indicate a timeframe for removing balances from a client's account due to inability to pay.

- Contractors must not charge a fee for family planning services to individuals whose income and family size place them at or below 100% FPL, or to Medicaid or TWHP-eligible clients.

- A fee scale must be developed and implemented with sufficient proportional increments so that inability to pay is never a barrier to service. A fee scale is required for individuals with household incomes between 101% and 250% of FPL. Fees must be waived for individuals with family incomes above this amount who, as determined by the service site project director, are unable, for good cause, to pay for family planning services. For a sample sliding fee scale see Appendix E.

- Appendix E is a sample of a flat co-pay scale. Contractors can adopt the sample or develop their own. The flat fee scale must have proportional FPL increments and co-pay amounts. The maximum co-pay amount must not exceed $30.00. If a contractor does not use the DSHS Family Planning sample, the scale must be submitted to and approved by the DSHS Family Planning Program staff.

- The fee scale must be updated when the revised Federal Poverty Income Guidelines are released. Contractors must have policies and procedures regarding fee collection, which must be approved by the contractor's Board of Directors.

- Services may be provided to clients with third-party insurance if the confidentiality of the client is a concern or if the client’s insurance deductible is 5% or greater of their monthly income.

- Client co-pays collected by the contractor are considered program income and must be used to support the delivery of DSHS family planning services.

- Contractors must continue to bill for services when allocated funds are expended.

GENERAL CONSENT

Contractors must obtain the patient's written, informed, voluntary general consent to receive services prior to receiving any clinical services. A general consent explains the types of services provided and how client/patient information may be shared with other entities for reimbursement or reporting purposes. If there is a period of time of three years or more during which a patient does not receive services, a new general consent must be signed prior to reinitiating delivery of services.

Consent information must be effectively communicated to every patient in a manner that is understandable. This communication must allow the patient to participate, make sound decisions regarding her/his own medical care, and address any disabilities that impair communication (in compliance with Limited English Proficiency regulations). Only the patient may consent. For situations when the patient is legally unable to consent (e.g., a minor or an individual with development disability), a parent, legal guardian, or caregiver must consent. Consent must never be obtained in a manner that could be perceived as coercive.

In addition, as described below, the contractor must obtain the informed consent of the client for procedures as required by the Texas Medical Disclosure Panel.

DSHS contractors should consult a qualified attorney to determine the appropriateness of the consent forms utilized by their health care agency.

PROCEDURE-SPECIFIC INFORMED CONSENTS

Sterilization Procedures:
There are two consent forms required for sterilization procedures:

- the Sterilization Consent Form, and
- the Texas Medical Disclosure Panel Consent.

The Sterilization Consent Form
The Sterilization Consent Form is a federally mandated consent form and is necessary for both abdominal and trans-cervical sterilization procedures in women and vasectomy in men. It is provided in the Texas Medicaid Provider Procedures Manual (TMPPM), and is the only acceptable consent form for sterilizations funded by regular Medicaid (Title XIX), TWHP, or the DSHS Family Planning and Expanded Primary Health Care Programs. An electronic copy of the Sterilization Consent Forms (in English and Spanish) may be found on the TMHP website. In brief, the individual to be sterilized must:

- be at least **21 years old** at the time the consent is obtained;
- be mentally competent;
- voluntarily give his or her informed consent;
- sign the consent form **at least 30 days but not more than 180 days prior** to the sterilization procedure*; and
- may choose a witness to be present when the consent is obtained.

**An individual may consent to be sterilized at the time of premature delivery or emergency abdominal surgery, if at least 72 hours have passed after the client gave informed consent to sterilization. In the case of premature delivery, the informed consent must have been given at least 30 days before the expected date of delivery.*

The consent form must be signed and dated by the:

- individual to be sterilized;
- interpreter, if one is provided;
- person who obtains the consent; and
- physician who will perform the sterilization procedure.

Informed consent may **not** be obtained while the individual to be sterilized is:

- in labor or in the process of delivering an infant or infants;
- seeking to obtain or obtaining an abortion; or
- under the influence of alcohol or other substances that affect the individual's state of awareness.

Texas Medical Disclosure Panel Consent

The Texas Medical Disclosure Panel (TMDP) was established by the Texas Legislature to 1) determine which risks and hazards related to medical care and surgical procedures must be disclosed by health care providers or physicians to their patients or persons authorized to consent for their patients, and 2) establish the general form and substance of such disclosure. TMDP has developed a List A (informed consent requiring full and specific disclosure) for certain procedures, which can be found in the Texas Administrative Code (TAC).

Contractors that directly perform tubal sterilization and/or vasectomy (both List A procedures), must also complete the **TMDP Disclosure and Consent Form.** This consent is in addition to the Sterilization Consent Form noted on the previous page.

The required disclosures for tubal sterilization are:

- injury to the bowel and/or bladder;

- sterility;
- failure to obtain fertility (if applicable);
- failure to obtain sterility (if applicable); and
- loss of ovarian functions or hormone production from ovary(ies).

The required disclosures for vasectomy are:

- loss of testicle; and
- failure to produce permanent sterility.

For all other procedures not on List A, the physician must disclose, through a procedure-specific consent, all risks that a reasonable patient would want to know about. This includes all risks that are inherent to the procedure (one which exists in and is inseparable from the procedure itself) and that are material (could influence a reasonable person in making a decision whether or not to consent to the procedure).

CONSENT FOR SERVICES TO MINORS

Minors age 17 and younger are required to obtain consent from a parent or guardian before receiving certain medical services. DSHS Family Planning contractors must have proof of a parent's or guardian's consent prior to providing family planning services to a minor client. Proof of consent must be included in the minor client's medical record.

Parental consent is **not** required for minors to receive pregnancy testing, HIV/STD testing, or treatment for a STD.

For information on health services and consent requirements for minors see: Adolescent Health – A Guide for Providers and The Texas Family Code, Chapter 32, part of which is outlined below.

Texas Family Code Chapter 32 Sec. 32.003. CONSENT TO TREATMENT BY CHILD: There are instances in which a child may consent to medical, dental, psychological, and surgical treatment for the child by a licensed physician or dentist if the child:

(1) is on active duty with the armed services of the United States of America;

(2) is:

(A) 16 years of age or older and resides separate and apart from the child's parents, managing conservator, or guardian, with or without the consent of the parents, managing conservator, or guardian and regardless of the duration of the residence; and

(B) managing the child's own financial affairs, regardless of the source of the income;

(3) consents to the diagnosis and treatment of an infectious, contagious, or communicable disease that is required by law or a rule to be reported by the licensed physician or dentist to a local health officer or the Texas Department of Health, including all diseases within the scope of Section 81.041, Health and Safety Code;

(4) is unmarried and pregnant and consents to hospital, medical, or surgical treatment, other than abortion, related to the pregnancy;

(5) consents to examination and treatment for drug or chemical addiction, drug or chemical dependency, or any other condition directly related to drug or chemical use;

(6) is unmarried, is the parent of a child, and has actual custody of his or her child and consents to medical, dental, psychological, or surgical treatment for the child; or

(7) is serving a term of confinement in a facility operated by or under contract with the Texas Department of Criminal Justice, unless the treatment would constitute a prohibited practice under Section 164.052(a)(19), Occupations Code.

CONSENT FOR HIV TESTS

Texas Health and Safety Code §81.105 and §81.106 are as follows:

§ 81.105. INFORMED CONSENT

(a) Except as otherwise provided by law, a person may not perform a test designed to identify HIV or its antigen or antibody without first obtaining the informed consent of the person to be tested.

(b) Consent need not be written if there is documentation in the medical record that the test has been explained and the consent has been obtained.

§ 81.106. GENERAL CONSENT

(a) A person who has signed a general consent form for the performance of medical tests or procedures is not required to also sign or be presented with a specific consent form relating to medical tests or procedures to

determine HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS that will be performed on the person during the time in which the general consent form is in effect.

(b) Except as otherwise provided by this chapter, the result of a test or procedure to determine HIV infection, antibodies to HIV, or infection with any probable causative agent of AIDS performed under the authorization of a general consent form in accordance with this section may be used only for diagnostic or other purposes directly related to medical treatment.

CLINICAL GUIDELINES

This chapter describes the requirements and recommendations for contractors pertaining to the delivery of direct clinical services to patients. In addition to the requirements and recommendations found within this section, contractors should follow national evidence-based guidelines, including those found within the publication, Providing Quality Family Planning Services, Recommendations of CDC and the U.S. Office of Population Affairs**.** The contactor should also review the U.S. Preventive Services Task Force (USPSTF) recommendations and provide services that incorporate USPSTF A and B recommendations that are appropriate for the target population**.**

PATIENT HEALTH RECORD (MEDICAL RECORD)

Contractors must ensure that a patient health record (medical record) is established for every client who obtains clinical services (also see Section 1, Chapter 4 – Client Records Management.)

All patient health records must be:
- Complete, legible, and accurate documentation of all clinical encounters, including those by telephone;
- Written in ink without erasures or deletions; or documented in Electronic Health Records (EHR) or Electronic Medical Record (EMR);
- Signed by the provider making the entry, including name of provider, provider title, and date for each entry;
    - Electronic signatures are allowable to document provider review of care. However, stamped signatures are not allowable.
- Readily accessible to assure continuity of care and availability to patients; and
- Systematically organized to allow easy documentation and prompt retrieval of information.

The patient health record must include:
- Client identification and personal data including financial eligibility;
- Preferred language and method of communication;
- Patient contact information - include the best way to reach patient to facilitate continuity of care, assure confidentiality, and adhere to HIPAA regulations (also see HIPAA and Minors, Section I Chapter 3);
- Medical history;
- Physical examination;
- Laboratory and other diagnostic tests orders, results, and follow-up;
- Assessment or clinical impression;
- Plan of care, including education, counseling, treatment, special instructions, scheduled visits, and referrals;
- Informed consent documentation;

- Refusal of services documentation, when applicable;
- Medication and other allergic reactions recorded prominently in specific location; and
- Problem list.

MEDICAL HISTORY AND RISK ASSESSMENT

At the initial clinical visit, a **comprehensive** medical history must be obtained on all patients. Any pertinent history must be updated at each subsequent clinical visit. Each clinic visit should include a risk assessment that meets the needs and concerns of the patient. See the USPSTF recommendations.
For a checklist of family planning and related preventive health services for women and men see Appendix F, or the Morbidity and Mortality Weekly Report (MMWR) Providing Quality Family Planning Services: Recommendations of CDC and the U.S. Office of Population Affairs.

The **comprehensive** medical history must address the following:

- Reason for visit;
- Current health status, including acute and chronic medical conditions;
- Significant past illnesses, including hospitalizations;
- Previous surgery and biopsies with dates, and when possible and pertinent, the results/final diagnosis/pathology;
- Blood transfusions and other exposure to blood products;
- Current medications, including prescription, over the counter (OTC) as well as complementary and alternative medicines (CAM);
- Allergies, sensitivities, or reactions to medicines and other substances;
- Use of tobacco/alcohol/illicit drugs (including type, duration, frequency, route);
- Immunization status/assessment (see child, adolescent, adult immunization schedules);
    - Rubella - based on a history of rubella vaccination or documented rubella serology – non-pregnant female patients of childbearing age with unknown or inadequate rubella immunity must be provided vaccination on-site or referred appropriately.*
- Review of systems with pertinent positives and negatives documented in chart;
- Assessment for sexual and intimate partner violence (IPV) (mandated by Texas Family Code, Chapter 261 and Rider 14;
- Assessment for environmental safety (e.g. bike helmets, seat belts, car seats, etc.);
- Occupational hazards or environmental toxin exposure;
- Pertinent mental health history (e.g., depression, anxiety);
- Pertinent family history; and
- Pertinent partner history, including injectable drug use, number of partners, STI/STDs and HIV history and risk factors, gender of sexual partners.

**Family planning contractors can voluntarily participate in the Adult Safety Net (ASN) Program or the Texas Vaccines for Children (TVFC). Both programs provide vaccines at no cost.*

Reproductive health history in **female patients** must include:

- Menstrual history;
- Pertinent sexual behavior history, including family planning practices (i.e., contraceptive use – past and current), number of partners, gender of sexual partners, last sexual encounter, sexual abuse;
- Obstetrical history;
- Gynecological and urologic conditions;
- STI/STDs, and HIV history, risks, and exposure;
- Cervical cancer screening history (date and results of last Pap test or other cervical cancer screening test, note any abnormal results and treatment).

Reproductive health history in **male patients** must include:

- Pertinent sexual behavior history, including family planning practices (e.g., contraceptive use – past and current), number of partners, gender of sexual partners, last sexual encounter, and sexual abuse;
- STI/STDs and HIV history, risks, and exposure; and
- Genital and urologic conditions, as indicated.

PHYSICAL ASSESSMENT

All patients must be provided an appropriate physical assessment as indicated by patient history. A physical examination is not essential prior to the provision of most contraceptive methods and should not be a barrier to the patient receiving a method of contraception.

The initial physical exam may be deferred if the patient history and presentation do not reveal potential problems requiring immediate evaluation. The initial physical exam should be performed within 6 months.

The following are the required components of client physical assessment.

Initial Family Planning Visit

- Height measurement;
- Body Mass index (BMI), waist measurement and/or other measurement to assess for underweight, overweight, and obesity;
- Blood pressure evaluation;
- Other systems as indicated by history. (e.g., pelvic exam, evaluation of thyroid, heart, lungs, abdomen).

Annual Family Planning Visit (subsequent to initial visit)

- Height measurement annually until 5 years post menarche for females and until age 20 years for males;
- Weight measurement annually (to assess for diagnosis of underweight, overweight, and obesity);
- Blood pressure evaluation;
- Other systems as indicated by history (e.g., pelvic exam, evaluation of thyroid, heart, lungs, abdomen).

Clinic visits for a purpose other than an Initial Family Planning Visit or an Annual Family Planning Visit should include the services that meet the individualized family planning needs and concerns of the patient.

Resources:
- American Congress of Obstetricians and Gynecologists (ACOG)
- American Cancer Society Guidelines for the Early Detection of Cancer
- Morbidity and Mortality Weekly Report (MMWR) Providing Quality Family Planning Services: Recommendations of CDC and the U.S. Office of Population Affairs
- Morbidity and Mortality Weekly Report (MMWR) Sexually Transmitted Diseases Treatment Guidelines, 2015.

LABORATORY TESTS

Family planning patients must be provided appropriate laboratory and diagnostic tests **as indicated** by history, physical examination, and clinical assessment, including specific laboratory or diagnostic tests required for the provision of specific contraceptive methods. The following tests or procedures must be provided:
- Cervical cancer screening for females age 21 years and older;
- Sexually transmitted infection screening as per CDC guidelines;
- Pregnancy test must be provided on-site;
- Rubella serology (for females), if status not previously established by patient history and documented in chart, either on-site or by referral;
- Colorectal cancer screening in individuals 50 years of age and older;
- ***Human Papillomavirus (HPV) Testing*** is only reimbursable for family planning female patients who are 21 years or older after an initial ASC-US Pap result. (See current information about HPV and HPV testing. For the management of abnormal Pap tests, see the ASCCP Cervical Cytology Consensus Guideline Algorithms.)
- HIV Testing; and

- Other labs (such as blood glucose, lipid panel, thyroid stimulating hormone, etc.) as indicated by risk assessment, history and physical, either on-site or by referral.*

* *Initial tests may be deferred until the initial physical exam is provided.*

Agencies must have written plans to address laboratory and other diagnostic tests orders, results and follow-up to include:

- Tracking and documentation of tests ordered and performed for each client;
- Tracking test results and documentation in patients' records;
- Mechanism to notify patients of results in a manner to ensure confidentiality; privacy and prompt, appropriate follow-up; and
- Provider must comply with state and local STI/STD reporting requirements.

Cervical Cancer Screening

ACOG/NBCCEDP/ACS/ASCCP/ASCP Cervical Cancer Screening Guidelines:

- Cervical cancer screening begins at age 21 years;
- Cervical cytology (Pap smear) alone screening every three (3) years for women between the ages of 21 and 29 years;
- Cervical cytology (Pap smear) alone every three (3) years **or** cervical cytology and HPV co-testing every five (5) years for women between the ages of 30 and 65 years;
- Continue screening women who had a hysterectomy for CIN disease for 20 years, even if this extends screening past age 65 years;
- Continue screening women who have had cervical cancer indefinitely as long as they are in reasonable health;
- Both liquid-based and conventional methods of cervical cytology are acceptable for screening.

Women with special circumstances, who are considered high-risk (e.g. HIV+, immunosuppressed or were exposed to Diethylstilbestrol (DES) in utero) may be screened annually or more frequently as determined by the clinician.

- **Chlamydia screening** is recommended for:
  - All sexually active females age 25 and younger annually, even if asymptomatic;
  - Women of any age, if risk factors are present, including but not limited to:
    - a new sex partner during the past 60 days;
    - multiple sex partners;
    - cervicitis or signs and/or symptoms of other STI;
    - pelvic inflammatory disease (PID) history;
    - exposed to STI/STD in past 60 days;
    - pregnancy/currently planning pregnancy;
    - prior positive test for chlamydia or other STI/STD within the past 12 months; and
    - women three to four months after treatment of a previous chlamydia infection, especially in adolescents, as follow-up for possible reinfection, not as a test of cure.

NOTE: There is currently insufficient evidence to recommend routine chlamydia screening in all sexually active men. It should, however, be considered in clinical areas with a high prevalence of chlamydia such as adolescent clinics and correctional facilities. Sexual risk assessment should be conducted to determine the appropriateness for screening, even if asymptomatic.

- **Gonorrhea screening** is recommended for all sexually active females age 25 and younger and for older females at increased risk for gonorrheal infection. Increased risk is defined as a history of prior gonorrheal or other sexually transmitted infections; new or multiple sexual partners; inconsistent condom use; sex work; and drug use. The U.S. Preventive Services Task Force (USPSTF) does not recommend routine screening for gonorrhea in men and women who are at low risk for infection.

- **HPV Testing** is only reimbursable for Family Planning female patients who are 21 years or older after an initial ASC-US pap result.

- **Herpes Simplex Virus (HSV) Testing** is frequently diagnosed through clinical evaluation of lesions, and viral culture and serological testing methods are available for use.
  - The Centers for Disease Control and Prevention (CDC) recommends cell culture and polymerase chain reaction (PCR) for patients who present with genital ulcers or other mucocutaneous lesions. There are limitations to the ability to obtain adequate samples for culture depending on staging of the lesion:
    - Screening for HSV-1 or HSV-2 in the general population is not indicated;
    - Type specific serologic testing might be useful in the following cases:

  - A presenting patient with recurrent genital symptoms or atypical symptoms with negative HSV PCR or culture.
  - A presenting patient with clinical diagnosis of genital herpes without laboratory confirmation.
  - A presenting patient with a partner with genital herpes.

- **HIV Screening:**
  Contractors are required to perform on-site HIV testing. Providers should follow CDC recommendations that all clients age 13-64 years be screened routinely for HIV infection and that all persons likely to be at high risk for HIV be rescreened at least annually. CDC further recommends that screening be provided after the patient is notified that testing will be performed as part of general medical consent unless the patient declines (opt-out screening).

EXPEDITED PARTNER THERAPY

Expedited Partner Therapy (EPT) is the clinical practice of treating the sex partners of patients diagnosed with chlamydia or gonorrhea by providing prescriptions or medications to the patient to take to his/her partner without the health care provider first examining the partner.

Texas Administrative Code 22 TAC §190.8 was amended to allow EPT for STI treatment.

- DSHS endorses the CDC recommendations for the use of EPT. Clinic sites implementing EPT should develop necessary policies, procedures and Standing Delegation Orders (SDOs) to reflect the CDC guidelines. For more information on implementing EPT see the DSHS HIV/STD website. At this time, no reimbursement is available for clinical services to individuals not seen as patients at the clinic.

RADIOLOGY PROCEDURES

On occasion, a provider may need to locate a “lost” Intrauterine Contraception (IUC)/Intrauterine Device (IUD) or non-palpable contraceptive implant. The provider has the choice of using traditional X-ray or ultrasound for locating these contraceptive devices (See Appendix A for CPT codes and descriptors).

EDUCATION AND COUNSELING SERVICES

Patient education and counseling is an essential and integral component of a family planning office visit. One of the goals of family planning is to assist patients to maintain or reach their desired family size, which may involve avoiding or delaying pregnancy or achieving a desired pregnancy. Another purpose of counseling in the family planning setting is to assist patients to reach an informed decision regarding her/his reproductive health, as well as her/his

choice and continued use of family planning methods and services. This is often called a reproductive life plan. Counseling should include the importance of a reproductive life plan with all family planning clients, and providing preconception health services as a part of family planning services, as appropriate.

All counseling must be guided by the wishes of the patient. Counseling must provide neutral, factual information and be nondirective.

Contractors must have written plans for patient education that ensure consistency and accuracy of information provided, as well as identify a mechanism to determine patient understanding of the information. Patient education and counseling should be patient-centered, based on the client's history or risk assessment and need.

Patient education must be:
- Documented in the patient record;
- Appropriate to patient's age, level of knowledge and socio-cultural background; and
- Presented in an unbiased manner.

Initial education must provide patients with information needed to:
- Make informed decisions about family planning;
- Be aware of available contraceptive methods, including benefits and efficacy;
- Reduce risks of STI/STDs and HIV;
- Understand range of services available and how to access specific services needed;
- Understand importance of recommended screening tests, health promotion and disease prevention strategies (e.g., cervical cancer screening, colo-rectal cancer screening, smoking cessation, proper diet or physical activity guidelines); and
- Understand breast or testicular awareness/self-examination, as appropriate.

Persons providing counseling should:
- Be knowledgeable, objective, non-judgmental, and sensitive to the rights and differences of individual patients;
- Provide accurate, consistent, current information about the available contraceptive methods, including benefits, risks, safety, effectiveness, potential side effects, complications, danger signs and return to fertility or other issues related to discontinuation; and
- Document session in the patient record.

Method Counseling
Patients being provided contraceptive method-specific information must receive individualized dialogue that covers:

- Results of physical exam and evaluation;
- Correct use of the contraceptive method(s) selected for personal use by the client, as well as possible side effects and complications;
- Back up methods, including information about emergency contraception and discontinuation issues;
- Scheduled revisits;
- Access for urgent and emergency care, including 24-hour emergency telephone number; and
- Appropriate referral for additional services as needed.

Providers are encouraged to present the most effective methods of contraception first, before presenting information on less effective methods. This information should state that long-acting reversible contraception (LARC) methods are safe and effective for most women, including those who have never given birth and adolescents. A visual depiction of contraceptive methods arranged in order of typical effectiveness can be found in Appendix G or here.

Problem Counseling
Problem counseling may be provided when a patient wishes to discuss issues that are not directly related to a contraceptive method. Examples include sexuality concerns, options counseling for an unintended pregnancy, and nutrition performed by a registered dietitian or weight reduction counseling.

All patients must receive accurate and thorough patient-centered counseling about STIs and HIV to include:
- Discussion about personal risks;
- Risk reduction and infection prevention information, to address sexual abstinence, mutual monogamy with an uninfected partner, and/or condom use, as appropriate for the client; and
- Referral services.

HIV Counseling
Contractors may provide negative HIV test results to patients in person, by telephone, or by the same method or manner as the results of other diagnostic or screening tests. The provision of negative test results by telephone must follow procedures that address patient confidentiality, identification of the client, and prevention counseling. Contractors must always provide positive HIV test results to patients in a face-to-face encounter with an immediate opportunity for counseling and referral to community support services. Test results must be provided by staff knowledgeable about HIV prevention and HIV testing. Clients whose risk assessment reveals high-risk behaviors should be provided directly, or referred for, more extensive risk reduction counseling by a DSHS HIV/STD Program trained risk reduction specialist. To find a DSHS HIV/STD Program contractor, visit the DSHS HIV/STD website.

Preconception Counseling
Preconception counseling is an integral part of a reproductive life plan and should be provided to patients who may become pregnant in the future. The counseling discussion should include the importance of a reproductive life plan with all family planning clients, providing preconception health services as a part of preventive health services, as appropriate.

For more information on Preconception Counseling see:

- DSHS Family Planning website;
- Some Day Starts Now campaign;
- Morbidity and Mortality Weekly Report (MMWR) Providing Quality Family Planning Services: Recommendations of CDC and the U.S. Office of Population Affairs; and
- American Congress of Obstetricians and Gynecologists website.

Pregnancy Counseling
The visit should include a discussion about the client's reproductive life plan and a medical history that includes asking about any coexisting conditions (e.g., chronic medical illnesses, physical disability, and psychiatric illness).

Pregnancy counseling must be provided according to the needs of the client, as follows:

- Patients with positive pregnancy test results should be given information about good health practices during early pregnancy and provided or referred for a confirmatory physical assessment and prenatal care as soon as possible, preferably within 15 days.
- If ectopic pregnancy is suspected, the patient is referred for immediate diagnosis and treatment.
- Patients with positive pregnancy test results must be offered and, upon patient request, provided options counseling regarding prenatal care and delivery; infant care, foster care, or adoption. If requested, the contractor must provide neutral, factual information and nondirective counseling on each of the options, and referral upon request, except with respect to any option(s) about which the pregnant woman indicates she does not wish to receive such information and counseling. Counseling on abortion services is not a covered service.
- Patients with negative pregnancy test results must be offered and, upon patient request, provided information about the availability of contraceptive and infertility services, as appropriate.

Counseling Adolescents
Adolescents age 17 and younger must be provided individualized family planning counseling and medical services that meet their specific needs. Appointments

should be available to them for counseling and medical services as soon as possible. It is important not to assume that adolescents are sexually active simply because they have come for family planning services.

Contractors must address these issues in counseling adolescents:
- all methods of contraception, including abstinence;
- discussion about contraceptive options and safer sex practices that reduce risk for STI/HIV and pregnancy;
- identifying and resisting sexual coercion; and
- discussion about partner, dating, and/or family violence, as well as available resources and/or assistance.

Minors and Confidentiality
Except as permitted by law, a provider is legally required to maintain the confidentiality of care provided to a minor. Confidential care does not apply when the law requires parental notification or consent or when the law requires the provider to report health information, such as in the cases of contagious disease or abuse. The definition of privacy is the ability of the individual to maintain information in a protected way. Confidentiality in health care is the obligation of the health care provider not to disclose protected information. While confidentiality is implicit in maintaining a patient's privacy, confidentiality between provider and patient is not an absolute right.

The HIPAA privacy rule requires a covered entity to treat a “personal representative” the same as the individual with respect to uses and disclosures of the individual’s protected health information. In most cases, parents are the personal representatives for their minor children, and they can exercise individual rights, such as access to medical records, on behalf of their minor children (Code of Federal Regulations [45CFR164.504]).

For more information see:
Adolescent Health – A Guide for Providers.

REFERRAL AND FOLLOW-UP

Contractors should assist patients to meet all identified health care needs either directly or by referral. When services required as part of the family planning contract are to be provided by referral, the contractor must establish a written agreement with a referral resource for the provision of services and reimbursement of costs and assure that the patient is charged no more than the appropriately assessed fee.

Contractors must have written policies and procedures for follow-up on referrals that are made as a result of abnormal physical examination or laboratory test findings. These policies must be sensitive to patients’ concerns for confidentiality

and privacy and must be in compliance with state or federal requirements for transfer of health information. Before a delegate can consider a patient as 'lost to follow-up," the contractor must have at least three documented separate attempts to contact the patient.

For services determined to be necessary, but are not provided by the contractor, patients must be referred to other resources for care. Contractors are expected to have established communications with Federally Qualified Health Centers (FQHCs) or DSHS-funded organizations that provide primary care or breast cancer and cervical cancer services for referral purposes, if there are any such providers within their service area. Whenever possible, patients should be given a choice of referral resources from which to select. When a patient is referred to another resource because of an abnormal finding or for emergency clinical care, the contractor must:

- make arrangements for the provision of pertinent patient information to the referral resource (obtaining required patient consent with appropriate safeguards to ensure confidentiality – i.e., adhering to HIPAA regulations);
- advise patient about his/her responsibility in complying with the referral;
- follow up to determine if the referral was completed; and
- document the outcome of the referral.

Health services available through DSHS-funded organizations can be found by searching the DSHS Family & Community Health Services Clinic Locator.

Patients who have abnormal clinical breast exam (CBE) or cervical cytology findings may be scheduled to return for repeat exams if this is considered to be appropriate follow up by the clinician. For patients whose cervical cytology test or CBE results in an abnormal finding that requires referral for services beyond those available through family planning, contractors are encouraged, whenever possible, to refer to a DSHS Breast and Cervical Cancer Services (BCCS) contractor. In order to promote the most effective use of limited resources, family planning contractors' clinicians should be familiar with nationally recognized guidelines and algorithms describing recommended practice regarding abnormal cervical cytology and CBE results.

METHODS OF FERTILITY REGULATION

One of the goals of family planning is to assist patients to develop a reproductive life plan, which may involve avoiding or delaying pregnancy or achieving a desired pregnancy to reach her/his optimal family size. Contractors are expected to have multiple strategies available to patients within their family planning services.

In addition to patient counseling - **which would include abstinence from sexual intercourse, fertility awareness methods (FAM) (e.g., natural family planning), and postpartum lactational amenorrhea method (LAM)** - a broad range of Federal Drug Administration (FDA)-approved methods of contraception must be made available to the patient, either directly or by referral to another provider of contraceptive services. Having a broad range of contraceptive methods is central to client-centered care, a core aspect of providing quality services. Individual clients need to have a choice so they can select a method that best fits their particular circumstances. This is likely to result in more correct and consistent use of the chosen methods.

Not all brands of the different contraceptive methods need to be made available, but each numbered contraceptive method must be available on-site or by referral.

Most Effective

1. Contraceptive Implant (e.g., Nexplanon)
2. Intrauterine Devices (IUD) (e.g., Mirena, ParaGard, Skyla, Liletta)
3. Sterilization (male and female)

Moderately Effective

4. Contraceptive Injections (e.g., Depo-Provera)
5. Oral Contraceptive Pills
6. Transdermal Hormonal Contraceptive (e.g., the patch)
7. Vaginal Hormonal Contraceptive Ring (e.g., the ring)
8. Diaphragm

Least Effective

9. Cervical cap
10. Female condom
11. Male condom
12. Sponge
13. Vaginal spermicide
14. Withdrawal

Note: Provision of emergency contraceptive (EC/ECP) is not a covered service.

A visual depiction of contraceptive methods arranged in order of typical effectiveness can be found on the CDC website.

LARC (IUDs and implants) have definite benefits related to contraceptive efficacy, patient convenience, and long term costs. Contractors should discuss and offer these methods for consideration to all women and adolescents, as medically appropriate. As with all methods, the patient's preference after

receiving unbiased, factual, nondirective education should be respected. For more information on LARC methods, see:

- ACOG Long Acting Reversible Contraception Program;
- LARC First; and
- Bedsider.

Contractors that have a Class D Pharmacy should offer the full range of available contraceptive methods on-site.

The table below outlines which contraceptive methods must be provided on-site based on access to a Class D Pharmacy.

Methods Provided On-Site	Class D Pharmacy	Class D Pharmacy Exemption
Anti-infectives for the treatment of STI	✓	
Barrier methods and spermicides	✓	✓
Injectable hormonal contraceptives	✓	✓
Oral contraceptives	✓	
Sexual abstinence education and counseling	✓	✓
Transdermal hormonal contraceptive (patch) and/or vaginal hormonal contraceptive (ring)	✓	

A specific contraceptive method that requires additional clinical expertise outside the training of the Family Planning Contractor Clinicians (i.e. sterilization) may be provided by referral. If a contractor provides a method or service by referral, the method or service must be provided to patients at the referral site at no fee or at the same discounted client fee that would be charged if the method or service were provided on-site. The referring site must have a written agreement with the referral site to provide the method or service to patients under this condition.

Sterilization procedures, when performed or arranged for by the contractor, must be in compliance with consent requirements for sterilization of persons in federally assisted family planning projects. The federally mandated consent form is necessary for both abdominal and trans-cervical sterilization procedures in women and vasectomy in men.

Contractors may develop a written policy related to provision of the more expensive contraceptive methods (excluding oral contraceptives) that establishes a process for prioritizing patients to whom these methods would be made available. Examples of methods that would require a policy are sterilization surgery, IUD, and/or implant. A patient who is not offered a more expensive method, according to the policy, still must have access to a range of available methods to meet the individual needs of the patient. For some patients a longer

duration method, such as the contraceptive implant or an IUD, would be an acceptable alternative to sterilization.

Note: Abortion is not considered a method of family planning and no state funds appropriated to the department shall be used to pay the direct or indirect costs (including overhead, rent, phones and utilities) of abortion procedures provided by contractors.

Contractors should make **basic infertility services** available on-site to women and men desiring such services and have a written policy addressing infertility services. Basic services include initial infertility interview, education, physical examination, counseling, and appropriate referral. For information on basic infertility services see the MMWR Providing Quality Family Planning Services: Recommendations of CDC and the U.S. Office of Population Affairs, *Basic Infertility Services*.

PROTOCOLS, STANDING DELEGATION ORDERS, AND PROCEDURES

Contractors that provide clinical services must develop and maintain written clinical protocols and standing delegation orders (SDOs) in compliance with statutes and rules governing medical and nursing practice and consistent with national evidence-based clinical guidelines. When DSHS revises a policy, contractors need to incorporate the revised policy into their written protocols, SDOs, and procedures.

Protocols

Contractors that employ Advanced Practice Nurses or Physician Assistants must have written protocols to delegate authorization to initiate medical aspects of patient care. The protocols need not describe the exact steps that an advanced practice nurse or a physician assistant must take with respect to each specific condition, disease, or symptom. **The protocols must be reviewed, agreed upon, signed, and dated by the supervising physician and the physician assistant and/or advanced practice nurse, at least annually, and maintained on-site**.

Standing Delegation Orders

Contractors that employ unlicensed and licensed personnel, other than advanced practice nurses or physician assistants, whose duties include actions or procedures for a patient population with specific diseases, disorders, health problems or sets of symptoms, must have written SDOs in place. SDOs are distinct from specific orders written for a particular patient. SDOs are instructions, orders, rules, regulations or procedures that specify under what set of conditions and circumstances actions should be instituted. The SDOs delineate under what set of conditions and circumstances an RN, LVN, or non-licensed healthcare provider (NLHP) actions or tasks may be initiated in the clinical setting, and

provide authority for use with patients when a physician or advance practice provider is not on the premises, and or prior to being examined or evaluated by a physician or advanced practice provider. Example: SDO for assessment of Blood Pressure/Blood Sugar which includes an RN, LVN or NLHP that will perform the task, the steps to complete the task, the normal/abnormal range, and the process of reporting abnormal values. Other applicable SDOs when a physician is not present on-site may include, but are not limited to:

- obtaining a personal and medical history;
- performing an appropriate physical exam and the recording of physical findings;
- initiating/performing laboratory procedures;
- administering or providing drugs ordered by voice communication with the authorizing physician;
- providing pre-signed prescriptions for :
    - oral contraceptives;
    - diaphragms;
    - contraceptive creams and jellies;
    - topical anti-infective for vaginal use;
    - oral anti-parasitic drugs for treatment of pinworms;
    - topical anti-parasitic drugs; or
    - antibiotic drugs for treatment of STI/STDs.
- handling medical emergencies – to include on-site management as well as possible transfer of client;
- giving immunizations; or
- performing pregnancy testing.

The SDOs must be reviewed, signed, and dated by the supervising physician who is responsible for the delivery of medical care covered by the orders and other appropriate staff, at least annually and maintained on-site.

Patient Education

In addition to the above, contractors must have written plans for patient education that include goals and content outlines to ensure consistency and accuracy of information provided. Plans for patient education must be reviewed and signed by the Medical Director.

Resources

Requirements addressing scope of practice and delegation of medical and nursing acts can be accessed at the following websites: Texas Medical Board; and Board of Nurse Examiners for the State of Texas.

Rules that are most pertinent to this topic are:

- Texas Administrative Code, Title 22, Part 9, Chapter 193;

- Texas Administrative Code, Title 22, Part 11, Chapters 221 and 224; and
- Texas Administrative Code, Title 22, Part 9, Chapter 185 (Physician Assistant Scope of Practice).

EMERGENCY RESPONSIVENESS

Contractors must be adequately prepared to handle clinical emergency situations, as follows:

- There must be a written plan for the management of on-site medical emergencies, emergencies requiring ambulance services and hospital admission, and emergencies requiring evacuation of the premises.

- Each site where sterilization procedures are performed must have an arrangement with a licensed facility for emergency treatment of any surgical complication. If sterilization procedures are performed in a freestanding surgical care center or on an inpatient basis in a hospital, Medicare standards applicable to the facility and staff must be met.

- Each site must have staff trained in basic cardiopulmonary resuscitation (CPR) and emergency medical action. At least one staff trained in basic CPR must be present during all hours of clinic operation.

- There must be written protocols to address vaso-vagal reactions, anaphylaxis, syncope, cardiac arrest, shock, hemorrhage, and respiratory difficulties.

- Each site must maintain emergency resuscitative drugs, supplies, and equipment appropriate to the services provided at that site and appropriately trained staff when patients are present.

- Documentation must be maintained in personnel files that staff has been trained regarding these written plans or protocols.

PROGRAM PROMOTION and OUTREACH

Contractors must promote their primary health care program and provide outreach within the community in order to:

- inform the public of the purpose of the program and available services;
- disseminate basic family planning and primary health care knowledge;
- enlist community support; and
- attract potential clients.

To help facilitate community awareness of and access to family planning and primary health care services, contractors should establish and implement planned community activities to promote their programs.

Contractors should consider a variety of program promotion and client outreach strategies in accordance with organizational capacity, availability of existing resources and materials, and the needs and culture of the local community. In order to gauge the efficacy of program promotion and client outreach activities, contractors must:

- develop an annual primary health care program promotion and client outreach plan that includes a minimum of 6 outreach/promotion activities for the year;
- regularly monitor plan implementation;
- evaluate the plan on an annual basis; and
- modify program promotion and outreach activities, as needed.

Contractors must submit a one-page Program Promotion Plan for the fiscal year within forty-five (45) days of the contract start date. The plan should describe the agency's outreach and marketing strategy, and include a description of planned activities to reach potential family planning clients. Contractors must submit a quarterly Family Planning Program Promotion/Outreach Progress Report to: famplan@dshs.state.tx.us.

Due dates:

- 10/15/2015 – Initial one-page Program Promotion Plan
- 12/31/2015 – 1st quarter Program Promotion Progress Report
- 03/31/2016 – 2nd quarter Program Promotion Progress Report
- 06/30/2016 – 3rd quarter Program Promotion Progress Report
- 08/31/2016 – 4th quarter Program Promotion Progress Report

Section III
Reimbursement, Data Collection and Reporting

Purpose: Section III provides policy requirements for submitting reimbursement, data collection, and required reports.

MEDICAID PROVIDER ENROLLMENT

DSHS Family Planning contractors are required to enroll as Medicaid (Title XIX) providers with TMHP. The Family Planning contractor must complete the required Medicaid provider enrollment application forms and enter into a written provider agreement with the HHSC, the single state Medicaid agency. TMHP Provider Enrollment supplies these forms.

Family Planning agencies are not required to enroll as a Physician Group, which includes an application for Performing Provider number. To enroll as a family planning agency, all that is required is a supervisory practitioner. The supervisory practitioner may be a physician or nurse practitioner, and it may be the same person for all clinic sites. Changes in supervisory practitioner must be reported in writing to TMHP. An application must be submitted for the new supervisory practitioner.

When enrolling as a Title XIX provider, Clinical Laboratory Improvement Amendments (CLIA) information must be provided. For public health agencies that provide limited numbers of tests, one CLIA certificate is all that is required for all clinics.

Provider Identifiers
When a contractor's Medicaid application is approved, TMHP assigns the contractor a nine-digit Texas Provider Identifier (TPI). **Contractors must have a unique TPI for each clinical service site.**

Contractors must submit claims to TMHP using the billing TPI where clinical services are rendered. Contractors must not provide family planning clinical services at one clinic site and bill those services to TMHP using the TPI of a different clinic site. If an additional TPI clinic site is required, providers must contact TMHP and complete the enrollment process.

The TPI is used in conjunction with a National Provider Identifier (NPI) to identify the provider for claims processing. An NPI is a 10-digit number assigned randomly by the National Plan and Provider Numeration System (NPPES). Contractors may apply for an NPI at the NPPES website.

When a provider obtains their NPI they are required to attest to NPI data for each of their current TPI. For more information on NPI and the attestation process please visit the TMHP website.

Texas Medicaid & Healthcare Partnership and Compass 21
DSHS Family Planning Program claims are submitted to TMHP. TMHP processes claims using Compass 21, an automated claims processing and reporting system. Claims are subject to the following procedures:

- Claims are verified through a series of program edits and audits.

- Contractors receive an explanation of each payment or denial. The explanation is called the Remittance and Status (R&S) report, which contractors may access electronically through the TMHP website. The report identifies paid, denied, or pending claims. If no claim activity or outstanding account receivable exists during the time period, the contractor will not receive an R&S for the week.

Texas Medicaid Provider & Procedures Manual
The *Texas Medicaid Provider & Procedure Manual* (TMPPM) includes information related to DSHS Family Planning Program claims submission such as:

- Funding sources;
- Claim billing instructions for family planning and third-party insurance;
- Sterilization consent form instructions;
- Use of the 2017 Claim Form;
- Filing deadlines;
- Claim appeals;
- Family Planning Program information;
- Diagnosis and procedure codes;
- Contraceptive devices and related procedures;
- Drugs and supplies;
- Medical counseling and education;
- Sterilization and sterilization-related procedures; and
- Additional filing resources.

In addition, Medicaid bulletins and R&S banner messages provide up-to-date claims filing and payment information. The R&S banner messages, and the TMPPM are all available on the TMHP website.

REIMBURSEMENT FOR FAMILY PLANNING SERVICES

Family planning contractors may seek reimbursement for project costs using one or two methods.

a) Contractors may submit monthly vouchers for expenses outlined in a categorical budget approved by DSHS, as required for the categorical cost reimbursement method, and/or

b) Contractors may be reimbursed using the fee-for-service reimbursement method, by submitting monthly claims to TMHP for services rendered.

Contractors may designate up to 50% of their total award on a categorical cost reimbursement basis. The remaining portion of their award will be paid on a fee-for-service basis. Contractors may designate up to 100% of their total award on a fee-for-services basis.

Categorical Reimbursement

The categorical portion of the DSHS Family Planning Program funding is used to develop and maintain contractor infrastructure for the provision of family planning services. The funding can be used to support clinic facilities, staff salaries, utilities, medical and office supplies, equipment, and travel, as well as direct medical services. Costs may be assessed against any of the following categories the contractor identifies during their budget development process:

- Personnel;
- Fringe Benefits;
- Travel;
- Equipment and Supplies;
- Contractual;
- Other; and
- Indirect Costs.

Up to 50% of the DSHS Family Planning Program funds may be disbursed to contractors through a voucher system as expenses are incurred during the contract period. Program income must be expended before categorical funds are requested through the voucher process. Contractors must still submit vouchers monthly even if program income equals or exceeds program expenses, or if the contract reimbursement limit has been met. When program expenses exceed program income, the monthly voucher will result in a payment. Program income includes all fees paid by the clients, third party reimbursements from Medicaid, TWHP, Medicare, commercial insurance payments, and DSHS family planning fee-for-service.

To request reimbursement for the categorical contract, the following forms must be submitted monthly within **30 days following the end of the month in which the costs were incurred**:

- State of Texas Purchase Voucher (DSHS Form B-13);
- Supporting Schedule for DSHS Family Planning Reimbursement Vouchers (Form B-13X)

The following forms must be submitted within **60 days following the end of the contract term**:

- Final State of Texas Purchase Voucher (DSHS Form B-13)

- Supporting Schedule for DSHS Family Planning Reimbursement Vouchers (Form B-13X).

The Client Services Contracting Unit (CSCU) website provides necessary financial forms. For questions concerning budget and financial reporting contact the Contract Oversight and Support Branch (COS) at 512-776-7484.

Fee-for-Service Reimbursement

The fee-for-service portion of the DSHS Family Planning Program funding pays for direct medical services on a fee-for-services basis. Up to 100% of the DSHS family planning funds may be reimbursed on a fee-for-service basis. Each provider is responsible for determining an individual's eligibility for clinical services. The DSHS Family Planning Program reimburses contractors on a fee-for-service basis for services and supplies that have been provided to eligible clients. DSHS Family Planning Program contractors must continue to provide services to established clients and to submit and appeal claims for client services even after the contract funding limit has been met.

All contractors are required to use the 2017 Claim Form for submission of all DSHS Family Planning Program services to TMHP. A copy of the 2017 Claim Form is available from the TMHP webite. The TMPPM provides detailed instructions of how to complete the form, including required fields.

DSHS Family Planning Program claims or appeals must be filed within certain timeframes:

- Initial claims submission: Submitted within 95 days of the date of service on the claim or date of any third party insurance explanation of benefit (EOB). If the 95th day falls on a weekend or holiday, the filing deadline is extended until the next business day.

- Appeals: Submitted within 120 days of the date on the R&S Report on which the claim reaches a finalized status. If the 120th day falls on a weekend or holiday, the filing deadline is extended until the next business day. If the claim is denied for late filing due to the initial submission deadline, documentation of timely filing must be submitted along with the claim appeal. Refer to the TMPPM for further information.

- All claims and appeals must be submitted and processed within 60 days after the end of the contract period.

- All claims must continue to be billed and denied claims appealed even after the contract funding limit has been met.

DSHS Family Planning Program contractors may contact the TMHP Contact Center from 7:00 a.m. to 7:00 p.m. (CST), Monday through Friday at 800-925-9126 for questions about claims and payment status.

Rate Reduction of 7%
The DSHS Budget Reduction was directed to implement a 7% reduction in reimbursement rates effective September 1, 2011. The CPT code reimbursement rates will remain the same and the 7% reduction will be taken from the total amount to be reimbursed. This reduction will not change the contract amount.

DSHS Family Planning Program Procedure Codes
DSHS Family Planning Program reimbursement is limited to a prescribed set of procedure codes approved by DSHS. For a complete list of valid DSHS Family Planning Program procedures see Appendix A.

DSHS Family Planning Program contractors may submit claims for clients' office visits that reflect four different levels of service for **new** clients, and four different levels of service for **established** clients. A new client is defined as one who has not received clinical services at the contractor's clinic(s) during the previous three years. The level of services, which determines the procedure code to be billed for that client visit, is indicated by a combination of factors such as the complexity of the problem addressed and the time spent with the client by clinic providers. The American Medical Association (AMA) publishes materials related to Current Procedural Terminology (CPT) ® coding that include guidance on office visit codes (Evaluation and Management Services – E/M).

Medroxyprogesterone Acetate Injection Fee
Providers may not bill a lower complexity office visit code (99211/99212) when the primary purpose is for the client to receive an injection of Medroxyprogesterone acetate (Depo-Provera/DMPA/depo) injection; rather, they should bill the injection fee (96372) with the Depo-Provera contraceptive method (J1050).

The Texas Women's Health Program (TWHP) may reimburse for treatment of some sexually transmitted infections and diseases (STDs).
TWHP reimbursement for treatment of STDs is available only if the condition was discovered during a visit where the primary purpose was the client's family planning needs, i.e., contraception or contraceptive counseling.

- TWHP covers treatment for the following conditions:
  - Gardnerella
  - Trichomoniasis
  - Candida
  - Chlamydia
  - Gonorrhea

• Herpes

- Procedure codes for STD treatment have not been added as valid TWHP procedure codes, with the exception of gonorrhea. The gonorrhea treatment procedure code is J0696. Clients can access all other prescribed drugs for STD treatment through pharmacies that are enrolled in the Texas Vendor Drug Program (VDP).
- For more information, call the TMHP Contact Center at 800-925-9126.

Electronic Claims Submission

All DSHS Family Planning Program contractors are strongly encouraged to submit claims electronically. TMHP offers specifications for electronic claims formats. These specifications are available from the TMHP Provider Portal and relate the paper claim instruction to the electronic format. Contractors may use their own claims filing system, vendor software, or TexMedConnect (a free Web-based claims submission tool available through the TMHP website) for submission of electronic claims. For more information concerning electronic claims submission, contractors may contact the TMHP Electronic Data Interchange (EDI) Help Desk at 512-514-4150 or 888-863-3638. Additional information may be found on the TMHP website.

TWHP Claims Pending Eligibility Determination

To verify an applicant's TWHP eligibility:

- Clients will be issued a Your Texas Benefits card with "TWHP" printed in the upper right corner.
- Clients should show their Your Texas Benefits card at the point of service delivery.
- Even with this, though, providers will need to verify the client's eligibility. Providers can do this by going to www.YourTexasBenefitsCard.com. Or, providers can continue to call TMHP at 1-800-925-9126 or go to TexMedConnect on the TMHP website and check the member's Medicaid ID number (PCN).

Contractors must hold claims up to 35 calendar days for clients who have applied to the TWHP. If a client's TWHP eligibility has not been determined after 35 calendar days, the contractor may bill the service to the DSHS Family Planning Program if the client has a current eligibility form on file. If the contractor files a DSHS Family Planning Program claim for a potentially TWHP-eligible client before the end of the 35 day waiting period, the contractor should include a copy of the TWHP denial letter in the client record before filing the claim or encounter. After 35 days, the contractor does not have to document in the client record that they checked for the TWHP eligibility or include a copy of the TWHP denial letter in the client record before filing a DSHS Family Planning Program claim.

STERILIZATION BILLING/REPORTING

DSHS Family Planning Program contractors receive reimbursement for vasectomy or tubal ligation sterilization procedures as part of their family planning services. Reimbursement is paid under a global fee and covers all costs associated with the procedure - office visits, lab tests, surgery costs, anesthesia, and follow-up procedures/tests. The client may not be billed for any cost above the reimbursement rate. Client co-pays for sterilizations must follow the contractor's established co-pay policy and may not exceed the allowable amount.

Contractors shall expend no more than 15% of their combined DSHS Fee-for-Service and DSHS Categorical contract amounts on female sterilizations as a part of this contract.

Allowable sterilization codes, descriptions, and reimbursement amounts are as follows:

55250	Male sterilization, Vasectomy, global fee
58565	Female sterilization, hysteroscopy with bilateral fallopian tube cannulation and placement of permanent implants to occlude the fallopian tubes
58600	Female sterilization, Fallopian tube transection, blocking, or other procedure, global fee

Conditions for Sterilization Procedures

Clients receiving a vasectomy or tubal ligation sterilization procedure must:

- be twenty-one years of age or older;
- be mentally competent; clients are presumed to be mentally competent unless adjudicated incompetent for the purpose of sterilization;
- not be institutionalized in a correctional facility, mental hospital, or other rehabilitative facility;
- not give consent in labor or childbirth; and
- not give consent if under the influence of alcohol or drugs.

Waiting Period

- Family Planning contractors may provide sterilization services to their clients after a waiting period of 30 days.

- Sterilization may be performed in less than 30 days but more than 72 hours after the date of the individual's signature on this consent form in the following two instances:

- o Premature delivery. Individual’s expected delivery date must be completed on sterilization consent form; or

- o Emergency abdominal surgery. Individual’s circumstances must be described on sterilization consent form.

The consent for sterilization is valid for 180 days from the date of the client’s signature.

Sterilization Consent Form
The TMPPM provides both an English and Spanish version of the Sterilization Consent Form to be used by DSHS Family Planning Program contractors. The form may be copied for use and contractors are encouraged to frequently re-copy the original form to ensure legible copies and to expedite consent validation. The TMPPM also includes detailed instructions for the completion of the Sterilization Consent Form. For more information regarding the Sterilization Consent Form and Instructions please see Section II, Chapter 2 in this manual.

Sterilization Complications
Contractors may request reimbursement for costs associated with patient complications related to sterilization procedures. Contractors may be reimbursed for approved charges up to $1,000 per occurrence. To request reimbursement contractors should provide the DSHS Family Planning Program with the following information:

- A copy of the R&S report showing that a sterilization procedure was performed on the client in question;

- A narrative summary detailing the procedure performed and any related complications;

- All surgical and progress notes for the client related to the complications of the sterilization procedure;

- The initial operative report for the sterilization surgery; and

- A completed paper 2017 Claim Form detailing the procedures for which the contractor is seeking reimbursement (list all procedures related to the complication even if they are not typically reimbursable under the DSHS Family Planning Program).

IUD AND CONTRACEPTIVE IMPLANT COMPLICATIONS

Contractors may request reimbursement for costs associated with patient complications related to IUD or Contraceptive Implant insertions or removals.

Contractors may be reimbursed for approved charges up to $1,000 per occurrence. To request reimbursement contractors should provide the DSHS Family Planning Program with the following information:

- A copy of the R&S report showing that an IUD or Contraceptive Implant insertion or removal procedure was performed on the client in question;
- A narrative summary detailing the procedure performed and any related complications;
- All surgical and progress notes for the client related to the complication of the IUD or Contraceptive Implant insertion or removal procedure; and
- A completed paper 2017 Claim Form detailing the procedures for which the contractor is seeking reimbursement (list all procedures related to the complication even if they are not typically reimbursable under the DSHS Family Planning Program).

RETROACTIVE ELIGIBILITY

Title XIX Retroactive Eligibility
Retroactive eligibility occurs when an individual has applied for Medicaid coverage but has not yet been assigned a Medicaid client number at the time of service. Individuals who are eligible for Title XIX (Medicaid) medical assistance receive three months prior eligibility to cover any medical expenses incurred during that period.

DSHS Family Planning Program Retroactive Eligibility
Any co-pay collected from a client found to be eligible retroactively for Medicaid must be refunded to the client. If a claim has been paid and later the client receives retroactive Title XIX (Medicaid) eligibility, TMHP recoups/adjusts the funds paid from the DSHS Family Planning Program and processes the claim as Title XIX. A DSHS Family Planning Program accounts receivable (A/R) is then established for the adjusted claim.

Note: Contractors are responsible for paying DSHS back the amount of any DSHS Family Planning Program A/R balance that may remain at the end of a state fiscal year.

The contractors' DSHS Family Planning Program R&S Report(s) will reflect the retroactive Title XIX adjustment with EOB message "Recoupment is due to Title XIX retro eligibility."

Assistance on reconciling R&S reports may be provided through the TMHP Contact Center from 7:00 a.m. to 7:00 p.m. CST, Monday through Friday at 800-925-9126. A TMHP Provider Relations representative is also available for these

specific questions, as a representative can be located by region on the TMHP website.

Performing Provider Number and Retroactive Eligibility
DSHS Family Planning claims do not require a performing provider number for reimbursement. However, if a Title XIX retroactive eligibility claim does not have a performing provider number in a TPI format, TMHP will deny the services. A common EOB message for this specific denial is *EOB 00118: Service(s) require performing provider name/number for payment.* A request for reconsideration of claim reimbursement may be sent to TMHP through the appeal methods.

Note: The performing provider number requirement applies to all Title XIX submissions.

Claims Submitted with Laboratory Services
If a Title XIX retroactive eligibility claim includes laboratory services and the DSHS Family Planning Program contractor is not CLIA certified for the date of service on the claim, TMHP will deny the laboratory services. The Title XIX R&S report will reflect *EOB 00488 message: "Our records indicate that there is not a CLIA number on file for this provider number or the CLIA is not valid for the dates of services on the claim".*

When this occurs, the laboratory that performed the procedure(s) is responsible for re-filing laboratory charges with TMHP to receive Title XIX reimbursement. For claims past the 95-day filing deadline, the laboratory will be required to follow their Medicaid appeals process. DSHS contractors must make arrangements with their contracted laboratory to recoup any funds paid to the laboratory for lab services for DSHS Family Planning Program clients prior to Title XIX retro eligibility determination.

Patient Co-Pays
Title XIX does not allow providers to collect co-pays. DSHS family planning contractors must refund any co-pay collected if the client services were billed to Title XIX.

Also see Section II, Chapter 1 for DSHS Family Planning Program for co-pay guidelines.

Note:
Contractors who have expended their awarded funds must continue to serve their existing eligible clients per the Family Planning policy. It is allowable to obtain other funding to pay for these services as well as continue to charge co-pay per policy. This funding should be recorded as program income for the family planning contract.

BILLING FOR ADDITONAL WRAP-AROUND SERVICES

TWHP Clients

To receive DSHS Family Planning Program reimbursement for wrap-around services provided to a TWHP client, a separate DSHS Family Planning claim for the client must be filed, listing only the codes for the wrap-around services.

The following procedure codes are the only codes billable to the DSHS Family Planning Program as wrap-around services:

A9150	Non Prescription Drug
J3490	Unclassified Drug

No other procedure codes, including visit codes, should be included in the DSHS Family Planning Program wrap-around services claim submission.

The following services are also billable for TWHP clients when the primary diagnosis is not contraceptive related:

- Follow-up Pap Test
    - Contractors must file a separate DSHS Family Planning Program claim with a diagnosis code of 622.9. Contractors may be reimbursed for the Pap test, the appropriate counseling code, and the appropriate visit code.

- STD/STI Testing
    - Contractors must file a separate DSHS Family Planning Program claim with a diagnosis code of V01.6. Contractors may be reimbursed for STD/STI tests and STD/STI related services.

- Pregnancy Testing
    - Contractors must file a separate DSHS Family Planning Program claim with a diagnosis code of V72.40.

Medicaid and Emergency Medicaid Clients

The wrap-around process also includes reimbursement for post-partum female sterilizations and long acting reversible contraception (LARC) for Medicaid and Emergency Medicaid clients, as long as the client will also be eligible for the DSHS Family Planning Program at the time of delivery and has signed the Sterilization Consent Forms (as applicable) within the appropriate timeframe. The contractor is responsible for developing a process to determine DSHS Family Planning Program eligibility.

The procedure codes for post-partum LARC and female sterilizations are as follows:

J7300	Copper intrauterine contraceptive
J7301	Levonorgestrel-Releasing intrauterine contraceptive system (SKYLA, 13.5 mg)
J7302	Levonorgestrel intrauterine contraceptive (Mirena, 52 mg)
J7307	Implantable contraceptive capsule
11981	Non biodegradable drug delivery implant insertion
58300	Insertion of intrauterine device
58565	Female sterilization, hysteroscopy with bilateral fallopian tube cannulation and placement of permanent implants to occlude the fallopian tubes
58600	Female sterilization, Fallopian tube transection, blocking, or other procedure, global fee

To receive DSHS Family Planning Program reimbursement for sterilizations and LARCs for Medicaid and Emergency Medicaid clients, contractors must file a separate DSHS Family Planning Program claim with one of above-listed procedure codes.

DONATIONS

Voluntary donations from clients are permissible. However, clients must not be pressured to make donations, and donations must not be a prerequisite to the provision of services or supplies. Donations are considered program income per specification of contract general provisions. All donations must be documented by source, amount, and date they were received by the contractor. Contractors must have a written policy on the collection of donations. Client donations collected by the contractor must be utilized to support the delivery of family planning services.

ADDITIONAL RESOURCES

The Financial Administrative Procedures Manual for DSHS Contractors provides DSHS contractors with a comprehensive guide on basic accounting and financial management system requirements.

REQUIRED REPORTS

Financial Reporting

VOUCHER AND REPORT SUBMISSION – Categorical

PROGRAM INFORMATION:
Program Name: Family Planning
Contract Type: Categorical
Contract Term: September 1st thru August 31st

VOUCHER: Voucher 1
Voucher Name: State of Texas Purchase Voucher-Form B-13
Submission Date: By the last business day of the following month. Final voucher due within 45 days after end of the contract term.
Submit Copy to:

Name of Unit/Branch	Original Signature Required Yes	Original Signature Required No	Accepted Method of Submission	# Copies
Contract Development & Support Branch (CDSB)		X	Email (preferred), or Fax	1
Accounting Section/Claims Processing Unit (CPU)		X	Email (preferred), or Fax	1

Instructions: Attach B-13X to voucher form B-13 for CDSB and CPU.

NOTE: Vouchers must be submitted each month even if there are zero expenditures. Vouchers must still be submitted each month for actual expenditures of the program even if the contract limit has been reached.

VOUCHER: Report 1--Supporting
Report Name: Supporting Schedule for Family Planning Reimbursement Vouchers Form B-13X in Excel format
Submission Date: By the last business day of the following month. Final B-13X due within 45 days after end of the contract term.
Submit Copy to:

Name of Unit/Branch	Original Signature Required Yes	Original Signature Required No	Accepted Method of Submission	# Copies
Contract Development & Support Branch (CDSB)		X	Email (preferred), or Fax	1
Accounting Section/Claims Processing Unit (CPU)		X	Email (preferred), or Fax	1

Instructions: Attach B-13X to B-13 for CDSB and CPU.

REPORT: Report 1
Report Name: Financial Status Report Form 269A
Submission Date: Quarterly, Sept 1-Nov 30, Dec 1-Feb 28, Mar 1-May 31, and June 1-Aug 31. Submit 30 days after the end of each quarter. The final quarterly FSR is due 45 days after the end of the contract term. The final quarter report includes all final charges and expenses associated with the program contract. Mark it as "Final".
Submit Copy to:

Name of Unit/Branch	Original Signature Required Yes	Original Signature Required No	Accepted Method of Submission	# Copies
Contract Development & Support Branch (CDSB)	X		Email (preferred), or Fax	1
Accounting Section/Claims Processing Unit (CPU)	X		Email (preferred), or Fax	1

Instructions: Form 269A must have an original signature (scanned email or fax accepted).

Email Addresses:	CDSB	cdsb@dshs.state.tx.us
	CPU	invoices@dshs.state.tx.us
Fax Numbers:	CDSB	(512) 776-7521
	CPU	(512) 776-7442
Mail Codes:		Please use mail codes on all mail coming into DSHS to ensure accurate delivery.
	CDSB	Mail code 1914
	CPU	Mail code 1940
Mailing Address for CDSB:		Contract Development & Support Branch, Mail Code 1914 Department of State Health Services P.O. Box 149347 Austin, TX 78714-9347

Last Updated/Reviewed: 6/11/2015

PROGRAM INFORMATION:
Program Name: Family Planning
Contract Type: Fee-for-Service (File Furnished Voucher thru TMHP TexMed Connect/Compass 21)
Contract Term: September 1st thru August 31st

CLAIMS SUBMISSION INFORMATION:
Claims Submission Form: 2017 Claim Form--File Furnished Voucher thru TMHP TexMed Connect/Compass 21
Claims Filing Deadline: Within 95 days from date of service or date of 3rd party insurance EOB form. Within 45 days after the end of the contract term.
Claims Submission Entity: Texas Medicaid Healthcare Partnership/Compass 21

NOTE: Claims must continue to be submitted to TMHP TexMed Connect/Compass 21 even if the contract limit has been reached.

NOTE: Appeals must be submitted within 120 days of rejection during the contract term. All appeals must be submitted and finalized within 45 days after the end of the contract term.

REPORT: Report 1
Report Name: Financial Reconciliation Report (FRR)
Submission Date: No later than 60 days after the end of the contract term
Submit Copy to:

Name of Unit/Branch	Original Signature Required Yes	No	Accepted Method of Submission	# Copies
Contract Development & Support Branch (CDSB)	X		Email (preferred), or Fax	1

Instructions: FRR form does require a signature (scanned or fax accepted), and needs to only be sent to CDSB.

Email Addresses:	CDSB	cdsb@dshs.state.tx.us
Fax Numbers:	CDSB	(512) 776-7521
Mail Codes:	CDSB	Please use mail codes on all mail coming into DSHS to ensure accurate delivery. Mail code 1914
Mailing Address for CDSB:		Contract Development & Support Branch, Mail Code 1914 Department of State Health Services P.O. Box 149347 Austin, TX 78714-9347

Last Updated/Reviewed: 6/11/2015

Financial Status Reports (FSRs) for Categorical Family Planning Contracts
The DSHS Family Planning Program operates using a "Total Budget Concept." This means that all funding programs that are included in the contractor's approved budget (Medicaid, patient fees/co-pays, in-kind donations, and other funds) become part of the family planning project. All revenue directly generated by or earned as a result of the project is considered program income, including family planning fee-for-service. Categorical family planning contractors are required to identify and report receipt and expenditure of program income both quarterly and annually on the FSR Form 269A. See Quarters for Categorical FSR submission below. Program income generated under the categorical contract must be expended prior to receiving reimbursement for program costs. The quarterly reports are due 30 days following the end of each quarter of the contract term. The final FSR, 269A, is due within 45 days after the end of the contract term, unless stipulated differently in the contract attachment following the end of the contract term. DSHS reserves the right to base funding levels, in part, upon the contractor's proficiency in identifying, billing, collecting, and reporting income, and in utilizing it for the delivery of family planning services. For more information on financial reporting, see the DSHS Client Services Procurement website.

Quarters for Categorical FSR submission:
Quarter 1: September – November 2015
Quarter 2: December 2015 – February 2016
Quarter 3: March – May 2016
Quarter 4: June – August 2016

Family Planning Categorical Budget Revisions – Contractors may shift up to 25% of their total family planning categorical direct budget between categories, except equipment, without prior approval. However, if the amount being shifted is greater than 25% of the contractor's total budget, the contractor must receive prior approval from DSHS. In such a case, contractors are required to submit a revised budget for review.

Programmatic Reporting

Progress Reports – All family planning contractors must complete annual progress reports on project performance measures and/or objectives established in the contractor's application. Progress report due dates will be established during contract negotiations.

Section IV
Appendices

APPENDIX A

DSHS FAMILY PLANNING PROGRAM REIMBURSABLE CODES

FY2016

OFFICE VISIT	
99201	Office Visit. New Client. Problem focus. Straightforward decision-making.
99202	Office Visit. New Client. Expanded problem focus. Straightforward medical decision-making.
99203	Office Visit. New Client. Detailed history/exam. Low complexity decision-making.
99204	Office Visit. New Client. Comprehensive history/exam. Moderate complexity decision-making.
99211	Office Visit. Established Client. Minor problem focus. Straightforward decision-making.
99212	Office Visit. Established Client. Problem focus. Straightforward decision-making.
99213	Office Visit. Established Client. Expanded problem focus. Low complexity decision-making.
99214	Office Visit. Established Client. Detailed history/exam. Moderate complexity decision-making.
RADIOLOGY	
73060	Radiologic Examination; Humerus, Minimum of Two Views
74000	X-ray, abdomen, single a/p view
74010	X-ray, abdomen, a/p and additional views
76830	Ultrasound, transvaginal
76856	Ultrasound, pelvic, non-obstetric
76857	Ultrasound, pelvic, non-obstetric, limited or follow-up
76881	Ultrasound, extremity, nonvascular, real-time with image documentation, complete
76882	Ultrasound, extremity, nonvascular, real-time with image documentation, limited, anatomic specific

APPENDIX A

DSHS FAMILY PLANNING PROGRAM REIMBURSABLE CODES

FY2016

MEDICATION AND IMMUNIZATION	
A9150	Non-Rx drugs – Use FP modifier w/ code
J3490	Injection Medication for STD or G/U infection
S5000	Oral prescription medication, generic
90460	IM admin 1st/only component
90471	Immunization admin
90649	HPV vaccine 4 valent, IM
90650	HPV vaccine 2 valent, IM
CONTRACEPTIVE METHOD	
H1010	Instruction, NFP
A4261	Cervical cap
A4266	Diaphragm
57170	Diaphragm or cervical cap fitting w/ instructions
A4267	Condom, male, each
A4268	Condom, female, each
A4269	Spermicide (e.g., foam, gel) each, 6 suppositories or film are quantity of 1
S4993	Oral contraceptive pills, one cycle/ECP
J7300	Copper intrauterine contraceptive
J7301	Skyla IUD (13.5 mg Levonorgestrol intrauterine contraceptive)
J7302	Levonorgestrel-releasing intrauterine contraceptive system
58300	Insertion of intrauterine device
58301	Removal of intrauterine device
J1050	Medroxyprogesterone acetate for contraceptive use, injection
96372	Injection fee, Medroxyprogesterone acetate
J7303	Vaginal ring, each
J7304	Contraceptive patch, each
J7307	Implantable contraceptive capsule
11976	Removal, implantable contraceptive
11981	Non-biodegradable drug delivery implant insertion

APPENDIX A

DSHS FAMILY PLANNING PROGRAM REIMBURSABLE CODES

FY2016

LABORATORY	
80061	Lipid profile w/ cholesterol
81000	Urinalysis, by dipstick or tablet, non-automated, with microscopy
81001	Urinalysis, by dipstick or tablet, automated, with microscopy
81002	Urinalysis, dipstick or tablet, nonautomated
81003	Urinalysis, by dipstick or tablet, automated, without microscopy
81015	Urinalysis, microscopic only
81025	Urine pregnancy test, visual comparison methods
82947	Glucose, blood, except reagent strip
82948	Glucose, blood, reagent strip
84443	Thyroid Stimulating Hormone
84702	Chorionic gonadotropin, quantitative (pregnancy test)
84703	Chorionic gonadotropin, qualitative (pregnancy test)
85013	Microhematocrit, spun
85014	Hematocrit
85018	Hemoglobin
85025	CBC with differential, automated
85027	CBC, automated
86580	Tb skin test, intradermal
86592	Syphilis
86689	HTLV/HIV confirmatory test
86695	Herpes simplex, type 1
86696	Herpes simplex, type 2
86701	HIV-1 antibody
86702	HIV-2 antibody
86703	HIV-1 and HIV-2, single assay
86762	Rubella antibody
86803	Hepatitis C antibody
86900	Blood typing, ABO

APPENDIX A

DSHS FAMILY PLANNING PROGRAM REIMBURSABLE CODES

FY2016

86901	Blood typing, Rh
87070	Culture, bacterial; any source other than blood or stool; with presumptive identification of isolates
87086	Urine culture, bacterial, quantitative
87088	Urine culture, bacterial, with presumptive identification of isolates
87102	Culture, fungi, with presumptive identification of isolates, source other than blood, skin, hair, or nail
87110	Chlamydia culture
87205	Smear with interpretation, routine stain for bacteria, fungi or cell types
87210	Wet mount for infectious agents (e.g. saline, India ink, KOH preps)
87220	Tissue examination by KOH slide of samples from skin, hair or nails for fungi, ectoparasite ova, mites
87252	Virus isolation, tissue culture inoculation and presumptive identification (herpes)
87340	Hepatitis B surface antigen, by enzyme immunoassay technique
87389	HIV-1 AG w/ HIV-1 & HIV 2 AB
87480	Candida species, direct probe technique
87490	Chlamydia, direct probe technique
87491	Chlamydia, amplified probe technique
87510	Gardnerella vaginalis, direct probe technique
87535	HIV-1 probe & reverse transcription
87590	Gonorrhea, direct probe technique
87591	Gonorrhea, amplified probe technique
87624	HPV, high-risk types
87625	HPV, types 16 and 18 only
87660	Trichomonas vaginalis, direct probe technique
87800	Infectious agent, multiple organisms, direct probe
87810	Chlamydia, immunoassay w/ direct optical observation.
87850	Gonorrhea, immunoassay with direct optical observation
88142	Cytopathology, cervical/vaginal, liquid based, automated
88150	Cytopathology, cervical/vaginal, slides, manual

APPENDIX A

DSHS FAMILY PLANNING PROGRAM REIMBURSABLE CODES

FY2016

88164	Cytopathology, cervical/vaginal, slides, manual, the Bethesda System
88175	Cytopathology, cervical/vaginal, any reporting system, fluid based, automated screening with manual rescreening or review.
99000	Specimen handling or conveyance
STERILIZATION	
55250	Male sterilization, Vasectomy, global fee
58565	Female sterilization, hysteroscopy with bilateral fallopian tube cannulation and placement of permanent implants to occlude the fallopian tubes
58600	Female sterilization, Fallopian tube transection, blocking, or other procedure, global fee

The Family Planning Program through the DSHS budget reduction, were directed to implement a **7%** reduction in reimbursement rates effective **September 1, 2011**. The CPT code reimbursement rates will remain the same and the 7% reduction will be taken from the total amount to be reimbursed.

APPENDIX B

DSHS Family & Community Health Services Division
INDIVIDUAL Eligibility Form

TEXAS Department of State Health Services

PART I - APPLICANT INFORMATION

Name (Last, First, Middle)	Telephone Number		Email Address		
Texas Residence Address (Street or P.O. Box)	City	County	State	ZIP	
SSN (optional)	Date of Birth	Age	Race	Ethnicity	Sex

a) Please contact me by: (check all that apply) ☐ Mail ☐ Phone ☐ Email

b) Do you have comprehensive health care coverage (Medicaid, Medicare, CHIP, health insurance, VA, TRICARE, etc.)? ☐ Yes ☐ No

**If yes, DSHS' authorized representative will submit a claim for reimbursement from your insurer for any benefit, service or assistance that you have received.*

c) Which benefits or health care coverage do you receive? (check all that apply)

☐ CHIP Perinatal ☐ SNAP ☐ WIC

☐ Medicaid for Pregnant Women ☐ TWHP ☐ None

PART II – HOUSEHOLD INFORMATION

Fill in the box with the number of people in your household. This number will include you and anyone who lives with you for whom you are legally responsible. Minors should include parent(s)/legal guardian(s).

How many people are in your household? ☐

PART III - INCOME INFORMATION

List all of your household's income below. Include the following: government checks; money from work; money you collect from charging room and board; cash gifts, loans, or contributions from parents, relatives, friends, and others; sponsor's income; school grants or loans; child support; and unemployment benefits.

Name of person receiving money	Name of agency, person, or employer who provides the money	Amount received per month

PART IV - APPLICANT AGREEMENT

I have read the **Rights and Responsibilities** statements in the *instructions* section of this form. ☐ Yes ☐ No

The information that I have provided, including my answers to all questions, is true and correct to the best of my knowledge and belief. I agree to give eligibility staff any information necessary to prove statements about my eligibility. I understand that giving false information could result in disqualification and repayment.

I authorize release of all information, including income and medical information, by and to the Texas Department of State Health Services (DSHS) and Provider in order to determine eligibility, to bill, or to render services to me.

Signature – Applicant _______________ Date _______________

Signature – Person who helped complete this application _______________ Relationship to Applicant _______________ Date _______________

PART V – PROVIDER ELIGIBILITY CERTIFICATION (to be completed by provider)

Eligibility effective date / /

1. Texas resident	☐ Yes	☐ No	
2. Total monthly household income	$		
3. Household FPL	%		
4. Proof of income	☐ Yes	☐ Waived	
5. Verification of adjunctive eligibility	☐ Yes	☐ No	☐ n/a
6a. Presumptively eligible	☐ Yes	☐ No	☐ n/a
6b. Full eligibility met	☐ Yes		
6c. Full eligibility met date	/ /		

7. Is the client eligible for the following program(s)?

	Yes	No	n/a	Co-payment amount (if applicable)
BCCS	☐	☐	☐	$_______
DSHS FP	☐	☐	☐	$_______
EPHC	☐	☐	☐	$_______
PHC	☐	☐	☐	$_______
Title V/MCH	☐	☐	☐	$_______

Notes:

Name of Agency _______________ Signature – Agency / Staff Member _______________ Date _______________

APPENDIX B

DSHS Family & Community Health Services Division INDIVIDUAL Eligibility Form Instructions

PART I - APPLICANT INFORMATION

Fill in the boxes with your information.

a) Check all the boxes that apply.

b) Check *yes* or *no*.

c) Check all the boxes that apply:

- *CHIP (Children's Health Insurance Program) Perinatal*
- *Medicaid for Pregnant Women*
- *SNAP (Supplemental Nutrition Assistance Program)*
- *TWHP (Texas Women's Health Program)*
- *WIC (Special Supplemental Nutrition Program for Women Infants and Children)*
- *None*

If you selected one of these benefits or health care coverage programs and you are able to provide proof of current enrollment, you may be adjunctively (automatically) eligible for a DSHS Family & Community Health Services Division program and able to skip Part II and III on this application, if your agency does not collect a co-pay. (Exception -- Adjunctive eligibility does not apply to applicants seeking Title V services.)

PART II – HOUSEHOLD INFORMATION

Fill in the box with the number of people in your household. This number will include you and anyone who lives with you for whom you are legally responsible.

How to determine your household:

- If you are married (including common-law marriage), include yourself, your spouse, and any mutual or non-mutual children (including unborn children).
- If you are not married, include yourself and your children, if any (including unborn children).
- If you are not married and you live with a partner with whom you have mutual children, count yourself, your partner, your children, and any mutual children (including unborn children).

Applicants 18 years and older are adults. Do not include any children age 18 and older, or other adults living in the house, as part of the household. Minors should include parent(s)/legal guardian(s) living in the house.

PART III - INCOME INFORMATION

List all of your household's income in the table. Include the following: government checks; money from work; money you collect from charging room and board; cash gifts, loans, or contributions from parents, relatives, friends, and others; sponsor's income; school grants or loans; child support; and unemployment benefits.

Fill in the table with the following information:

1st column: The name of the person receiving the money.
2nd column: The name of the agency, person, or employer who provides the money.
3rd column: The amount of money received per month.

PART IV - APPLICANT AGREEMENT

Rights and Responsibilities:

If the applicant omits information, fails or refuses to give information, or gives false or misleading information about these matters, he/she may be required to reimburse the State for the services rendered if the applicant is found to be ineligible for services. The applicant will report changes in his/her household/family situation that affect eligibility during the certification period (changes in income, household/family members, and residency). *(MBCC clients are not required to report changes in income, household, and residency)*

The applicant understands that, to maintain program eligibility, he/she will be required to reapply for assistance at least every twelve months *(not applicable to MBCC)*.

The applicant understands he/she has the right to file a complaint regarding the handling of his/her application or any action taken by the program with the HHSC Civil Rights Office at 1-888-388-6332.

The applicant understands that criteria for participation in the program are the same for everyone regardless of sex, age, disability, race, or national origin.

With few exceptions, the applicant has the right to request and be informed about information that the State of Texas collects about him/her. The applicant is entitled to receive and review the information upon request. The applicant also has the right to ask the state agency to correct any information that is determined to be incorrect. See http://www.dshs.state.tx.us for more information on Privacy Notification. (Reference: Government Code, Section 552.021, 522.023 and 559.004)

Read the **Rights and Responsibilities** above. Check *yes* or *no*.
Sign and date on the lines. If a person helped you complete the application, he/she should sign, state the relationship to you, and date on the lines.

PART V – PROVIDER ELIGIBILITY CERTIFICATION (to be completed by provider)

(1) Check the appropriate box (*yes* or *no*) for Texas resident. (2) Total the *amount received per month* to fill in the *Total monthly household income* box. (3) Calculate the client's household FPL using the applicable DSHS program policy (include applicable deductions) and fill in the *Household FPL* box. Check the appropriate box (*yes, no, waived,* or *n/a*) for (4) *Proof of* income and (5) *Verification of adjunctive eligibility.*

If client is presumptively eligible, fill in the light gray box. (6a) Check the appropriate box (*yes, no,* or *n/a*) for *Presumptively eligible.* Once the client completes the requirements for full eligibility, (6b) check *Yes* for *Full eligibility met* and fill in the (6c) *Full eligibility met date* box.

(7) Check the appropriate box (*yes*, *no*, or *n/a*) for each program regarding the client's eligibility. If yes, fill in the client's co-payment amount for the program based on their household and income information.

Use the space provided in *Notes* to document other appropriate information concerning eligibility and screening.
Fill in the *Eligibility effective date* box in the top right corner of Part V. Fill in the *Name of Agency*, sign, and date.

APPENDIX B

División de Servicios de Salud Familiar y Comunitaria del Departamento Estatal de Servicios de Salud (DSHS)
Formulario para la participación INDIVIDUAL

PARTE I - INFORMACIÓN DEL SOLICITANTE

Nombre (apellido, primer nombre, segundo nombre)		Número telefónico		Correo electrónico	
Domicilio en Texas (nombre de la calle o número de apartado postal)	Ciudad	Condado	Estado	Código postal	
Número de Seguro Social (SSN) (opcional)	Fecha de nacimiento	Edad	Raza	Origen étnico	Sexo

a) Por favor contáctenme por: (marque todo lo que corresponda) ☐ Correo postal ☐ Teléfono ☐ Correo electrónico

b) ¿Tiene usted cobertura médica integral (Medicaid, Medicare, CHIP, seguro médico, VA, TRICARE, etc.)? ☐ Sí ☐ No

**Si contestó que sí, el representante autorizado del DSHS presentará una reclamación de reembolso ante su compañía de seguro médico por las prestaciones, los servicios o la asistencia que usted haya recibido.*

c) ¿Qué tipo de prestaciones o de cobertura médica tiene? (marque todo lo que corresponda)

☐ CHIP Perinatal ☐ SNAP ☐ WIC

☐ Medicaid para mujeres embarazadas ☐ TWHP ☐ Ninguno

PARTE II - INFORMACIÓN DE LA FAMILIA

Llene las casillas con el número de personas que hay en su familia. Este número le incluye a usted y a cada persona que viva con usted y de la que usted sea legalmente responsable. Los menores de edad deben incluir al padre, a la madre o al tutor legal.

¿Cuántas personas viven en su casa? [ ]

PARTE III - INFORMACIÓN SOBRE LOS INGRESOS

Enumere abajo todos los ingresos de la familia. Incluya los siguientes: cheques del gobierno; dinero del trabajo; dinero que obtiene por el cargo de alojamiento y comida; regalos en efectivo, préstamos o contribuciones de los padres, familiares, amigos y otros; ingresos que recibe de un patrocinador; becas o préstamos escolares; manutención de menores e ingresos por desempleo.

Nombre de la persona que recibe el dinero	Nombre de la agencia, la persona o el empleador que provee el dinero	Cantidad recibida al mes

PARTE IV - ACUERDO DEL SOLICITANTE

He leído las declaraciones de Derechos y Responsabilidades en la sección de *Instrucciones* de este formulario. ☐ Sí ☐ No

La información que aquí proporciono, incluidas mis respuestas a todas las preguntas, es verídica y correcta, según mi leal saber y entender. Acepto darle al personal que determina el derecho a la participación cualquier información que sea necesaria para comprobar mis declaraciones respecto a mi derecho a la participación. Entiendo que dar información falsa podría dar por resultado la descalificación y el reembolso de los apoyos recibidos.

Autorizo al Departamento Estatal de Servicios de Salud de Texas (DSHS) y al Proveedor a que dispongan libremente de toda la información que proporciono, incluida la información sobre los ingresos y la médica, con el fin de que determinen mi derecho a la participación y a que paguen o presten servicios a mi familia o a mí.

Firma del solicitante ______________________ Fecha ______________

Firma de la persona que ayudó a completar esta solicitud ______________ Relación con el solicitante ______________ Fecha ______________

PART V – PROVIDER ELIGIBILITY CERTIFICATION (debe ser completada por el proveedor)

Eligibility effective date / /

1. Texas resident ☐ Yes ☐ No
2. Total monthly household income $
3. Household FPL %
4. Proof of income ☐ Yes ☐ Waived
5. Verification of adjunctive eligibility ☐ Yes ☐ No ☐ n/a

6a. Presumptively eligible ☐ Yes ☐ No
6b. Full eligibility met ☐ Yes
6c. Full eligibility met date / /

7. Is the client eligible for the following program(s)?

	Yes	No	n/a	Co-payment amount (if applicable)
BCCS	☐	☐	☐	$_______________
DSHS FP	☐	☐	☐	$_______________
EPHC	☐	☐	☐	$_______________
PHC	☐	☐	☐	$_______________
Title V/MCH	☐	☐	☐	$_______________

Notes:

Name of Agency ______________ Signature – Agency / Staff Member ______________ Date ______________

APPENDIX B División de Servicios de Salud Familiar y Comunitaria del Departamento Estatal de Servicios de Salud (DSHS)

Instrucciones para llenar el formulario para la participación INDIVIDUAL

PARTE I - INFORMACIÓN DEL SOLICITANTE

Llene las casillas con su información personal.

a) Marque todas las casillas que correspondan.

b) Marque "*sí* " o "*no*.

c) Marque todas las casillas que correspondan:

- *CHIP (Programa de Seguro Médico Infantil) Perinatal*
- *Medicaid para mujeres embarazadas*
- *SNAP (Programa de Asistencia de Nutrición Suplemental)*
- *TWHP (Programa de Salud para la Mujer de Texas)*
- *WIC (Programa de Nutrición Suplemental Especial para Mujeres, Niños y Bebés)*
- *Ninguno*

Si usted seleccionó uno de estos programas de prestaciones o de cobertura médica y puede proporcionar un comprobante de inscripción actualizado, usted podría de manera adjunta (automáticamente) tener derecho a la participación de un programa de la División de Servicios de Salud Familiar y Comunitaria del DSHS y saltar a las Partes II y III de esta solicitud, si su agencia no cobra un copago. (Excepción: elegibilidád adjunto no se aplica a los solicitantes de los servicios del Título V.)

PARTE II - INFORMACIÓN DE LA FAMILIA

Llene las casillas con el número de personas que hay en su familia. Este número le incluye a usted y a cada persona que viva con usted y de la que usted sea legalmente responsable.

Cómo determinar qué personas componen su familia:

- Si usted es casado (incluso en matrimonio de hecho), inclúyase a usted mismo e incluya a su cónyuge y a todos los hijos, tanto los habidos en común como los no habidos en común (incluidos los no nacidos).
- Si usted no es casado, inclúyase a usted mismo e incluya a sus hijos, de tenerlos (incluidos los no nacidos).
- Si usted no es casado y vive con su pareja con la cual tiene hijos en común, inclúyase a usted mismo e incluya a su pareja, a sus hijos y a los hijos que hayan tenido en común (incluidos los no nacidos).

Los solicitantes de 18 años de edad o más se consideran adultos. No incluya a ningún hijo de 18 años de edad o más ni a ningún otro adulto que viva en su casa como parte de la familia. Los menores de edad deben incluir al padre, a la madre o al tutor legal que vivan en la casa.

PARTE III - INFORMACIÓN SOBRE LOS INGRESOS

Enumere en la tabla todos y cada uno de los ingresos de la familia. Incluya los siguientes: cheques del gobierno; dinero del trabajo; dinero que obtiene por el cargo de alojamiento y comida; regalos en efectivo, préstamos o contribuciones de los padres, familiares, amigos y otros; ingresos que recibe de un patrocinador; becas o préstamos escolares; manutención de menores e ingresos por desempleo.

Llene la tabla con la siguiente información personal:

1.ª columna: El nombre de la persona que recibe el dinero.
2.ª columna: El nombre de la agencia, la persona o el empleador que provee el dinero.
3.ª columna: La cantidad de dinero recibida al mes.

PARTE IV - ACUERDO DEL SOLICITANTE

Derechos y Responsabilidades:

Si el solicitante omite información, no la proporciona o se niega a proporcionarla, o da información falsa o engañosa sobre estas cuestiones, podría pedírsele que reembolse al Estado el importe de los servicios recibidos si se encontró que el solicitante no cumple con los requisitos para recibir los servicios. El solicitante deberá informar de cualquier cambio en la situación de su hogar o familia que afecte el derecho a la participación durante el periodo de certificación (cambios en los ingresos, en los miembros del hogar o la familia y el lugar de residencia). *(Las clientes de MBCC no tienen que informar de cambios en los ingresos ni en el hogar o el lugar de residencia)*

El solicitante entiende que, para mantener el derecho a participar del programa, se le pedirá que vuelva a solicitar la ayuda al menos cada doce meses *(no aplicable para clientes de MBCC)*.

El solicitante entiende que tiene el derecho a presentar una queja con respecto al manejo de su solicitud o a cualquier acción llevada a cabo por el programa, ante la Oficina de Derechos Civiles de la HHSC, al teléfono 1-888-388-6332.

El solicitante entiende que los criterios para la participación en el programa son iguales para todos sin importar el sexo, la edad, la discapacidad, la raza o el lugar de nacimiento.

Con unas cuantas excepciones, el solicitante tiene derecho a pedir y a ser notificado sobre la información que el estado de Texas reúne sobre él. El solicitante tiene derecho a recibir y revisar la información al así pedirlo. El solicitante también tiene derecho a pedirle a la agencia estatal que corrija cualquier información que se determine que es incorrecta. Consulte http://www.dshs.state.tx.us para obtener más información sobre la Notificación de privacidad. (Fuente: Código Gubernamental, secciones 552.021, 522.023 y 559.004).

Lea los Derechos y Responsabilidades siguientes. **Marque** *"sí"* o *"no"*.

Firme y escriba la fecha en las líneas correspondientes. Si alguna persona le ayudó a usted a llenar la solicitud, también debe firmar, declarar cuál es su relación con usted y escribir la fecha en las líneas correspondientes.

PARTE V – PROVIDER ELIGIBILITY CERTIFICATION (debe ser completada por el proveedor)

(1) Check the appropriate box (*yes* or *no*) for Texas resident. (2) Total the *amount received per month* to fill in the *Total monthly household income* box. (3) Calculate the client's household FPL using the applicable DSHS program policy (include applicable deductions) and fill in the *Household FPL* box. Check the appropriate box (*yes, no, waived,* or *n/a*) for (4) *Proof of* income and (5) *Verification of adjunctive eligibility.*

If client is presumptively eligible, fill in the light gray box. (6a) Check the appropriate box (*yes, no,* or *n/a*) for *Presumptively eligible.* Once the client completes the requirements for full eligibility, (6b) check *Yes* for *Full eligibility met* and fill in the (6c) *Full eligibility met date* box.

(7) Check the appropriate box (*yes*, *no*, or *n/a*) for each program regarding the client's eligibility. If yes, fill in the client's co-payment amount for the program based on their household and income information.

Use the space provided in *Notes* to document other appropriate information concerning eligibility and screening.
Fill in the *Eligibility effective date* box in the top right corner of Part V. Fill in the *Name of Agency*, sign, and date.

APPENDIX C

DSHS Family & Community Health Services Division
HOUSEHOLD Eligibility Form

Use with HOUSEHOLD Worksheet (Form EF05-13227)

TEXAS Department of State Health Services

PART I - APPLICANT INFORMATION

Name (Last, First, Middle)	Telephone Number		Email Address	
Texas Residence Address (Street or P.O. Box)	City	County	State	ZIP

a) Please contact me by: (check all that apply) ☐ Mail ☐ Phone ☐ Email

b) Do you – or anyone in your household – have comprehensive health care coverage (Medicaid, Medicare, CHIP, health insurance, VA, TRICARE, etc.)? ☐ Yes ☐ No

**If yes, DSHS' authorized representative will submit a claim for reimbursement from your insurer for any benefit, service or assistance that anyone in your household has received.*

c) Which benefits or health care coverage do you receive? (check all that apply)

☐ CHIP Perinatal ☐ SNAP ☐ WIC

☐ Medicaid for Pregnant Women ☐ TWHP ☐ None

PART II - HOUSEHOLD INFORMATION

Fill in the first line with your information. Fill in the other lines for everyone who lives with you for whom you are legally responsible.

Name (Last, First, Middle)	SSN (optional)	Date of Birth	Sex	Race	Ethnicity	Relationship
1.						
2.						
3.						
4.						
5.						
6.						

PART III - INCOME INFORMATION

List all of your household's income below. Include the following: government checks; money from work; money you collect from charging room and board; cash gifts, loans, or contributions from parents, relatives, friends, and others; sponsor's income; school grants or loans; child support; and unemployment benefits.

Name of person receiving money	Name of agency, person, or employer who provides the money	Amount received per month

PART IV - APPLICANT AGREEMENT

I have read the **Rights and Responsibilities** statements in the *instructions* section of this form. ☐ Yes ☐ No

The information that I have provided, including my answers to all questions, is true and correct to the best of my knowledge and belief. I agree to give eligibility staff any information necessary to prove statements about my eligibility. I understand that giving false information could result in disqualification and repayment.

I authorize release of all information, including income and medical information, by and to the Texas Department of State Health Services (DSHS) and Provider in order to determine eligibility, to bill, or to render services to my household or me.

Signature – Applicant ______________________ Date ____________

Signature – Person who helped complete this application ______________ Relationship to Applicant ____________ Date ____________

APPENDIX C

DSHS Family & Community Health Services Division
HOUSEHOLD Eligibility Form Instructions

Use with HOUSEHOLD Worksheet (Form EF05-13227)

PART I - APPLICANT INFORMATION

Fill in the boxes with your information.

a) Check all the boxes that apply.

b) Check *yes* or *no*.

c) Check all the boxes that apply:

- *CHIP (Children's Health Insurance Program) Perinatal*
- *Medicaid for Pregnant Women*
- *SNAP (Supplemental Nutrition Assistance Program)*
- *TWHP (Texas Women's Health Program)*
- *WIC (Special Supplemental Nutrition Program for Women Infants and Children)*
- *None*

If you selected one of these benefit or health care coverage programs and you are able to provide proof of current enrollment, you may be adjunctively (automatically) eligible for a DSHS Family & Community Health Services Division program and able to skip Part II and III on this application, if your agency does not collect a co-pay. (Exception -- Adjunctive eligibility does not apply to applicants seeking Title V services)

PART II – HOUSEHOLD INFORMATION

Fill in the first line with your information. Fill in the other lines for everyone who lives with you for whom you are legally responsible.

How to determine your household:

- If you are married (including common-law marriage), include yourself, your spouse, and any mutual or non-mutual children (including unborn children).
- If you are not married, include yourself and your children, if any (including unborn children).
- If you are not married and you live with a partner with whom you have mutual children, count yourself, your partner, your children, and any mutual children (including unborn children).

Applicants 18 years and older are adults. Do not include any children age 18 and older, or other adults living in the house, as part of the household. Minors should include parent(s)/legal guardian(s) living in the house.

PART III - INCOME INFORMATION

List all of your household's income in the table. Include the following: government checks; money from work; money you collect from charging room and board; cash gifts, loans, or contributions from parents, relatives, friends, and others; sponsor's income; school grants or loans; child support; and unemployment benefits.

Fill in the table with the following information:

1st column: The name of the person receiving the money.

2nd column: The name of the agency, person, or employer who provides the money.

3rd column: The amount of money received per month.

PART IV - APPLICANT AGREEMENT

Read the **Rights and Responsibilities** above. Check *yes* or *no*.
Sign and date on the lines. If a person helped you complete the application, he/she should sign, state the relationship to you, and date on the lines.

Rights and Responsibilities:

If the applicant omits information, fails or refuses to give information, or gives false or misleading information about these matters, he/she may be required to reimburse the State for the services rendered if the applicant is found to be ineligible for services. The applicant will report changes in his/her household/family situation that affect eligibility during the certification period (changes in income, household/family members, and residency). *(MBCC clients are not required to report changes in income, household, and residency)*

The applicant understands that, to maintain program eligibility, he/she will be required to reapply for assistance at least every twelve months *(not applicable to MBCC)*.

The applicant understands he/she has the right to file a complaint regarding the handling of his/her application or any action taken by the program with the HHSC Civil Rights Office at 1-888-388-6332.

The applicant understands that criteria for participation in the program are the same for everyone regardless of sex, age, disability, race, or national origin.

With few exceptions, the applicant has the right to request and be informed about information that the State of Texas collects about him/her. The applicant is entitled to receive and review the information upon request. The applicant also has the right to ask the state agency to correct any information that is determined to be incorrect. See http://www.dshs.state.tx.us for more information on Privacy Notification. (Reference: Government Code, Section 552.021, 522.023 and 559.004)

APPENDIX C

División de Servicios de Salud Familiar y Comunitaria del Departamento Estatal de Servicios de Salud (DSHS)
Formulario para la participación FAMILIAR

Use with HOUSEHOLD Worksheet (Form EF05-13227)

PARTE I - INFORMACIÓN DEL SOLICITANTE

Nombre (apellido, primer nombre, segundo nombre)	Número telefónico		Correo electrónico	
Domicilio en Texas (nombre de la calle o número de apartado postal)	Ciudad	Condado	Estado	Código postal

a) Por favor contáctenme por: (marque todo lo que corresponda) ☐Correo postal ☐ Teléfono ☐ Correo electrónico

b) ¿Tiene usted o alguien de su familia cobertura médica integral (Medicaid, Medicare, CHIP, seguro médico, VA, TRICARE, etc.)? ☐ Sí ☐ No

**Si contestó que sí, el representante autorizado del DSHS presentará una reclamación de reembolso ante su compañía de seguro médico por las prestaciones, los servicios o la asistencia que cualquier persona en su hogar haya recibido.*

c) ¿Qué tipo de prestaciones o de cobertura médica tiene? (marque todo lo que corresponda)

☐ CHIP Perinatal ☐ SNAP ☐ WIC

☐Medicaid para mujeres embarazadas ☐ TWHP ☐ Ninguno

PARTE II - INFORMACIÓN DE LA FAMILIA

Llene la primera línea con su información personal. Llene las demás líneas con los datos de cada persona que vive con usted y de quien usted sea legalmente responsable.

Nombre (apellido, primer nombre, segundo nombre)	Número de Seguro Social (SSN) (opcional)	Fecha de nacimiento	Sexo	Raza	Origen étnico	Relación
1.						
2.						
3.						
4.						
5.						
6.						

PARTE III - INFORMACIÓN SOBRE LOS INGRESOS

Enumere abajo todos los ingresos de la familia. Incluya los siguientes: cheques del gobierno; dinero del trabajo; dinero que obtiene por el cargo de alojamiento y comida; regalos en efectivo, préstamos o contribuciones de los padres, familiares, amigos y otros; ingresos que recibe de un patrocinador; becas o préstamos escolares; manutención de menores e ingresos por desempleo.

Nombre de la persona que recibe el dinero	Nombre de la agencia, la persona o el empleador que provee el dinero	Cantidad recibida al mes

PARTE IV - ACUERDO DEL SOLICITANTE

He leído las declaraciones de **Derechos y Responsabilidades** en la sección de *Instrucciones* de este formulario. ☐ Sí ☐ No

La información que aquí proporciono, incluidas mis respuestas a todas las preguntas, es verídica y correcta, según mi leal saber y entender. Acepto darle al personal que determina el derecho a la participación cualquier información que sea necesaria para comprobar mis declaraciones respecto a mi derecho a la participación. Entiendo que dar información falsa podría dar por resultado la descalificación y el reembolso.

Autorizo al Departamento Estatal de Servicios de Salud de Texas (DSHS) y al Proveedor a que dispongan libremente de toda la información que proporciono, incluida la información sobre los ingresos y la médica, con el fin de que determinen mi derecho a la participación y a que paguen o presten servicios a mi familia o a mí.

Firma del solicitante Fecha

Firma de la persona que ayudó a completar esta solicitud Relación con el solicitante Fecha

APPENDIX C División de Servicios de Salud Familiar y Comunitaria del Departamento Estatal de Servicios de Salud (DSHS)

Instrucciones para llenar el formulario para la participación FAMILIAR

Use with HOUSEHOLD Worksheet (Form EF05-13227)

PARTE I - INFORMACIÓN DEL SOLICITANTE

Llene las casillas con su información personal.

a) Marque todas las casillas que correspondan.

b) Marque *"sí"* o *"no"*.

c) Marque todas las casillas que correspondan:

- *CHIP (Programa de Seguro Médico Infantil) Perinatal*
- *Medicaid para mujeres embarazadas*
- *SNAP (Programa de Asistencia de Nutrición Suplemental)*
- *TWHP (Programa de Salud para la Mujer de Texas)*
- *WIC (Programa de Nutrición Suplemental Especial para Mujeres, Niños y Bebés)*
- *Ninguno*

Si usted seleccionó uno de estos programas de prestaciones o de cobertura médica y puede proporcionar un comprobante de inscripción actualizado, usted podría de manera adjunta (automáticamente) tener derecho a la participación de un programa de la División de Servicios de Salud Familiar y Comunitaria del DSHS y saltar a las Partes II y III de esta solicitud, si su agencia no cobra un copago. (Excepción: elegibilidád adjunto no se aplica a los solicitantes de los servicios del Título V.)

PARTE II - INFORMACIÓN DE LA FAMILIA

Llene la primera línea con su información personal. Llene las demás líneas con los datos de cada persona que vive con usted y de quien usted sea legalmente responsable.

Cómo determinar qué personas componen su familia:

- Si usted es casado (incluso en matrimonio de hecho), inclúyase a usted mismo e incluya a su cónyuge y a todos los hijos, tanto los habidos en común como los no habidos en común (incluidos los no nacidos).
- Si usted no es casado, inclúyase a usted mismo e incluya a sus hijos, de tenerlos (incluidos los no nacidos).
- Si usted no es casado y vive con su pareja con la cual tiene hijos en común, inclúyase a usted mismo e incluya a su pareja, a sus hijos y a los hijos que hayan tenido en común (incluidos los no nacidos).

Los solicitantes de 18 años de edad o más se consideran adultos. No incluya a ningún hijo de 18 años de edad o más ni a ningún otro adulto que viva en su casa como parte de la familia. Los menores de edad deben incluir al padre, a la madre o al tutor legal que vivan en la casa.

PARTE III - INFORMACIÓN SOBRE LOS INGRESOS

Enumere en la tabla todos y cada uno de los ingresos de la familia. Incluya los siguientes: cheques del gobierno; dinero del trabajo; dinero que obtiene por el cargo de alojamiento y comida; regalos en efectivo, préstamos o contribuciones de los padres, familiares, amigos y otros; ingresos que recibe de un patrocinador; becas o préstamos escolares; manutención de menores e ingresos por desempleo.

Llene la tabla con la siguiente información personal:

1.ª columna: El nombre de la persona que recibe el dinero.

2.ª columna: El nombre de la agencia, la persona o el empleador que provee el dinero.

3.ª columna: La cantidad de dinero recibida al mes.

PARTE IV - ACUERDO DEL SOLICITANTE

Lea los **Derechos y Responsabilidades** siguientes. Marque *"sí"* o *"no"*.
Firme y escriba la fecha en las líneas correspondientes. Si alguna persona le ayudó a usted a llenar la solicitud, también debe firmar, declarar cuál es su relación con usted y escribir la fecha en las líneas correspondientes.

Derechos y Responsabilidades:

Si el solicitante omite información, no la proporciona o se niega a proporcionarla, o da información falsa o engañosa sobre estas cuestiones, podría pedírsele que reembolse al Estado el importe de los servicios recibidos si se encontró que el solicitante no cumple con los requisitos para recibir los servicios. El solicitante deberá informar de cualquier cambio en la situación de su hogar o familia que afecte el derecho a la participación durante el periodo de certificación (cambios en los ingresos, en los miembros del hogar o la familia y el lugar de residencia). *(Las clientes de MBCC no tienen que informar de cambios en los ingresos ni en el hogar o el lugar de residencia)*

El solicitante entiende que, para mantener el derecho a participar del programa, se le pedirá que vuelva a solicitar la ayuda al menos cada doce meses *(no aplicable para clientes de MBCC)*.

El solicitante entiende que tiene el derecho a presentar una queja con respecto al manejo de su solicitud o a cualquier acción llevada a cabo por el programa, ante la Oficina de Derechos Civiles de la HHSC, al teléfono 1-888-388-6332.

El solicitante entiende que los criterios para la participación en el programa son iguales para todos sin importar el sexo, la edad, la discapacidad, la raza o el lugar de nacimiento.

Con unas cuantas excepciones, el solicitante tiene derecho a pedir y a ser notificado sobre la información que el estado de Texas reúne sobre él. El solicitante tiene derecho a recibir y revisar la información al así pedirlo. El solicitante también tiene derecho a pedirle a la agencia estatal que corrija cualquier información que se determine que es incorrecta. Consulte http://www.dshs.state.tx.us para obtener más información sobre la Notificación de privacidad. (Fuente: Código Gubernamental, secciones 552.021, 522.023 y 559.004)

APPENDIX C

DSHS Family & Community Health Services Division
HOUSEHOLD Eligibility Worksheet

PART I – APPLICANT INFORMATION

Name (Last, First, Middle)	Today's Date (MM-DD-YYYY)	Eligibility Effective Date (MM-DD-YYYY)
Case Record Action ☐ Adjunctive ☐ Presumptive ☐ Supplemental ☐ Approved ☐ Denied	Client/Case #	Type of Determination ☐ New ☐Re-certification
Texas resident ☐ Yes ☐ No		
Other benefits or health care coverage (Medicaid, Medicare, CHIP, private health insurance, VA, TRICARE, etc.)		
Special circumstances		

PART II – HOUSEHOLD INFORMATION

	Notes
1.	
2.	
3.	
4.	
5.	
6.	

PART III – INCOME INFORMATION

Income Type	Name(s) of household member(s) with income		Documentation of income *(if applicable)*
Gross earned income			
Cash gifts/contributions			
Child support income			
Dividends/interest/royalties			
Loans (non-educational)			
Lawsuit/lump-sum payments			
Mineral rights			
Pensions/annuities			
Reimbursements			
Social security payments			
Unemployment payments			
VA payments			
Worker's compensation			
Total countable income			
Deductions	-	-	
Net countable income			Household FPL %

PART IV– PROGRAM ELIGIBILITY

1. ☐ BCCS ☐ EPHC ☐ DSHS FP ☐ PHC ☐ Title V/MCH	**2.** ☐ BCCS ☐ EPHC ☐ DSHS FP ☐ PHC ☐ Title V/MCH	**3.** ☐ BCCS ☐ EPHC ☐ DSHS FP ☐ PHC ☐ Title V/MCH
4. ☐ BCCS ☐ EPHC ☐ DSHS FP ☐ PHC ☐ Title V/MCH	**5.** ☐ BCCS ☐ EPHC ☐ DSHS FP ☐ PHC ☐ Title V/MCH	**6.** ☐ BCCS ☐ EPHC ☐ DSHS FP ☐ PHC ☐ Title V/MCH
Co-Pay/Fees		

Name of Agency	Signature – Agency / Staff Member	Date

APPENDIX C

DSHS Family & Community Health Services Division
HOUSEHOLD Eligibility Worksheet Instructions

PART I - APPLICANT INFORMATION

Fill in the boxes with the applicant's information. Check the appropriate boxes.

Other benefits or health care coverage: Document other benefits received/denied. (An applicant or family member eligible for Medicare Part A/B must be referred to the Medicare Prescription Drug Plan (Part D) for prescription drug benefits.)

Special circumstances: Document any special circumstances.

PART II – HOUSEHOLD INFORMATION

Fill in the boxes with members of the household.

This number will include a person living alone or two or more persons living together where legal responsibility for support exists.

Legal responsibility for support exists between: persons who are legally married (including common-law marriage), a legal parent and a minor child (including unborn children), or a legal guardian and a minor child.

(Title V contractors may add whether household members are US citizens, eligible immigrants, or non-US citizens.)

Program Eligibility by 2016 Federal Poverty Level (FPL)

Effective March 1, 2016

Family Size	Title V - MCH	PHC EPHC BCCS	FP
	185% FPL	200% FPL	250% FPL
1	$1,832	$1,980	$2,475
2	2,470	2,670	3,338
3	3,108	3,360	4,200
4	3,747	4,050	5,063
5	4,385	4,740	5,925
6	5,023	5,430	6,788
7	5,663	6,122	7,653
8	6,304	6,815	8,519
9	6,946	7,509	9,386
10	7,587	8,202	10,253
11	8,228	8,895	11,119
12	8,870	9,589	11,986
13	9,511	10,282	12,853
14	10,152	10,975	13,719
15	10,794	11,669	14,586

PART III - INCOME INFORMATION

Income may be either earned or unearned. If actual or projected income is not received monthly, convert it to a monthly amount using one of the following methods:

- weekly income is multiplied by 4.33;
- income received every two weeks is multiplied by 2.17;
- income received twice a month is multiplied by 2.

Fill in the *Income Type* table with name(s) of household member(s) and income amounts.

Calculate the *Total countable income*.

Calculate the *Deductions*:

- child support payments;
- dependent childcare;
  - o up to $200 per child per month for children under age 2;
  - o up to $175 per child per month for children age 2 and older;
- adults with disabilities;
  - o up to $175 per adult per month.

Total the *Net countable income*.

Calculate the household FPL using the applicable DSHS program policy and fill in the *Household FPL* box.

Use the *Documentation of income* box for notes (if applicable).

PART IV – PROGRAM ELIGIBILITY

Determine program eligibility for each household member using the corresponding numbers from the household information section.

Document applicable copayments and fees by program in the *Co-Pay/Fees* box.

Fill in the *Name of Agency*, sign, and date.

APPENDIX D

DSHS Family Planning Program
Definition of Income

Types of Income	Countable	Exempt
Adoption Payments		✓
Cash Gifts and Contributions*	✓	
Child Support Payments*	✓	
Child's Earned Income		✓
Crime Victim's Compensation *		✓
Disability Insurance Benefits	✓	
Dividends, Interest, and Royalties*	✓	
Educational Assistance		✓
Energy Assistance		✓
Foster Care Payment		✓
In-kind Income		✓
Job Training		✓
Loans (Non-educational)*	✓	
Lump-Sum Payments*	✓	✓
Military Pay*	✓	
Mineral Rights*	✓	
Pensions and Annuities*	✓	
Reimbursements*	✓	
RSDI /Social Security Payments*	✓	
Self-Employment Income*	✓	
SSDI	✓	
SSI Payments		✓
TANF		✓
Unemployment Compensation*	✓	
Veteran's Administration*	✓	✓
Wages and Salaries, Commissions*	✓	
Worker's Compensation*	✓	

Explanation of countable income provided below

Cash Gifts and Contributions – Count unless they are made by a private, non-profit organization on the basis of need; and total $300 or less per household in a federal fiscal quarter. The federal fiscal quarters are January - March, April - June, July - September, and October - December. If these contributions exceed $300 in a quarter, count the excess amount as income in the month received.

Exempt any cash contribution for common household expenses, such as food, rent, utilities, and items for home maintenance, if it is received from a non-certified household member who:

- Lives in the home with the certified household member,
- Shares household expenses with the certified household member, and
- No landlord/tenant relationship exists.

Child Support Payments – Count income after deducting $75 from the total monthly child support payments the household receives.

Disability Insurance Payments/SSDI – Countable. Social Security Disability Insurance is a payroll tax-funded, federal insurance program of the Social Security Administration.

Dividends, Interest and Royalties – Countable. Exception: Exempt dividends from insurance policies as income. Count royalties, minus any amount deducted for production expenses and severance taxes.

In-Kind Income – Exempt. An in-kind contribution is any gain or benefit to a person that is not in the form of money/check payable directly to the household, such as clothing, public housing, or food.

Loans (Non-educational) – Count as income unless there is an understanding that the money will be repaid and the person can reasonably explain how he/she will repay it.

Lump-Sum Payments – Count as income in the month received if the person receives it or expects to receive it more often than once a year. Exempt lump sums received once a year or less, unless specifically listed as income.

Military Pay – Count military pay and allowances for housing, food, base pay, and flight pay, minus pay withheld to fund education under the G.I. Bill.

Mineral Rights – Countable. A payment received from the excavation of minerals such as oil, natural gas, coal, gold, copper, iron, limestone, gypsum, sand, gravel, etc…

Pensions and Annuities – Countable. A pension is any benefit derived from former employment, such as retirement benefits or disability pensions.

Reimbursements – Countable, minus the actual expenses. Exempt a reimbursement for future expenses only if the household plans to use it as intended.

RSDI/Social Security Payments – Count the Retirement, Survivors, and Disability Insurance (RSDI) benefit amount including the deduction for the Medicare premium, minus any amount that is being recouped for a prior RSDI overpayment.

Self-Employment Income – Count total gross earned, minus the allowable costs of producing the self-employment income.

SSI Payments – Exempt Supplemental Security Income (SSI) benefits.

Terminated Employment – Count terminated income in the month received. Use actual income and do not use conversion factors if terminated income is less than a full month's income. Income is terminated if it will not be received in the next usual payment cycle.

Unemployment Compensation Payments – Count the gross benefit less any amount being recouped for a UIB overpayment.

VA Payments – Count the gross Veterans Administration (VA) payment, minus any amount being recouped for a VA overpayment. Exempt VA special needs payments,

such as annual clothing allowances or monthly payments for an attendant for disabled veterans.

Wages, Salaries, Tips and Commissions – Count the actual (not taxable) gross amount.

Worker's Compensation – Count the gross payment, minus any amount being recouped for a prior worker's compensation overpayment or paid for attorney's fees. Note: The Texas Workforce Commission (TWC) or a court sets the amount of the attorney's fee to be paid.

APPENDIX E

SAMPLE
DSHS Family Planning Program Fee Scale
Based On Monthly Federal Poverty Guidelines

FAMILY SIZE	100% FPL $0 Co-Pay	100-133% FPL $5 Co-Pay	133-150% FPL $15 Co-Pay	150-185% FPL $20 Co-Pay	185-225% FPL $25 Co-Pay	225-250% FPL $30 Co-Pay	Above 250% FPL 100% PAY
1	990.00	990.01 - 1,317.00	1,317.01 - 1,485.00	1,485.01 - 1,832.00	1,832.01 – 2,228.00	2,228.01 - 2,475.00	2,475.01 +
2	1,335.00	1,335.01 - 1,776.00	1,776.01 - 2,003.00	2,003.01 - 2,470.00	2,470.01 - 3,004.00	3,004.01 - 3,338.00	3,338.01 +
3	1,680.00	1,680.01 - 2,235.00	2,235.01 - 2,520.00	2,520.01 - 3,108.00	3,108.01 – 3,780.00	3,780.01 - 4,200.00	4,200.01 +
4	2,025.00	2,025.01 - 2,694.00	2,694.01 - 3,038.00	3,038.01 - 3,747.00	3,747.01 - 4,557.00	4,557.01 - 5,063.00	5,063.01 +
5	2,370.00	2,370.01 - 3,153.00	3,153.01 - 3,555.00	3,555.01 - 4,385.00	4,385.01 - 5,333.00	5,333.01 - 5,925.00	5,925.01 +
6	2,715.00	2,715.01 - 3,611.00	3,611.01 - 4,073.00	4,073.01 - 5,023.00	5,023.01 - 6,109.00	6,109.01 - 6,788.00	6,788.01 +
7	3,061.00	3,061.01 - 4,071.00	4,071.01 - 4,592.00	4,592.01 - 5,663.00	5,663.01 - 6,887.00	6,887.01 - 7,653.00	7,653.01 +
8	3,408.00	3,408.01 - 4,532.00	4,532.01 - 5,112.00	5,112.01 - 6,304.00	6,304.01 - 7,667.00	7,667.01 - 8,519.00	8,519.01 +
9	3,755.00	3,755.01 - 4,994.00	4,994.01 - 5,632.00	5,632.01 - 6,946.00	6,946.01 - 8,447.00	8,447.01 - 9,386.00	9,386.01 +
10	4,101.00	4,101.01 - 5,455.00	5,455.01 - 6,152.00	6,152.01 - 7,587.00	7,587.01 - 9,227.00	9,227.01 - 10,253.00	10,253.01 +

Effective March 1, 2016

Based on the HHS Federal Poverty Guidelines, Department of Health & Human Services, January 2016

Note: Clients must never be denied services because of an inability to pay current or past fees.

APPENDIX F

From: Morbidity and Mortality Weekly Report (MMWR) Providing Quality Family Planning Services: Recommendations of CDC and the U.S. Office of Population Affairs

Recommendations and Reports

April 25, 2014 / 63(RR04);1-29

http://www.cdc.gov/mmwr/preview/mmwrhtml/rr6304a1.htm?s_cid=rr6304a1_e

pp.22-23: Summary of Recommendations for Providing Family Planning and Related Preventive Health Services

The screening components for each family planning and related preventive health service are provided in summary checklists for women (Table 2) and men (Table 3). When considering how to provide the services listed in these recommendations (e.g., the screening components for each service, risk groups that should be screened, the periodicity of screening, what follow-up steps should be taken if screening reveals the presence of a health condition), providers should follow CDC and USPSTF recommendations cited above, or, in the absence of CDC and USPSTF recommendations, the recommendations of professional medical associations. Following these recommendations is important both to ensure clients receive needed care and to avoid unnecessary screening of clients who do not need the services.

The summary tables describe multiple screening steps, which refer to the following: 1) the process of asking questions about a client's history, including a determination of whether risk factors for a disease or health condition exist; 2) performing a physical exam; and 3) performing laboratory tests in at-risk asymptomatic persons to help detect the presence of a specific disease, infection, or condition. Many screening recommendations apply only to certain subpopulations (e.g., specific age groups, persons who engage in specific risk behaviors or who have specific health conditions), or some screening recommendations apply to a particular frequency (e.g., a cervical cancer screening is generally recommended every 3 years rather than annually). Providers should be aware that the USPSTF also has recommended that certain screening services not be provided because the harm outweighs the benefit (see Appendix F).

When screening results indicate the potential or actual presence of a health condition, the provider should either provide or refer the client for the appropriate further diagnostic testing or treatment in a manner that is consistent with the relevant federal or professional medical associations' clinical recommendations.

APPENDIX F

TABLE 2. Check list of family planning and related preventive health services for women

Screening components[¶]	Family planning services (provide services in accordance with the appropriate clinical recommendation): Contraceptive services*	Pregnancy testing and counseling	Basic infertility services	Preconception health services	STD services[†]	Related preventive health services
History						
Reproductive life plan[§]	Screen	Screen	Screen	Screen	Screen	
Medical history[§,**]	Screen	Screen	Screen	Screen	Screen	Screen
Current pregnancy status[§]	Screen					
Sexual health assessment[§,**]	Screen		Screen	Screen	Screen	
Intimate partner violence [§,¶,**]				Screen		
Alcohol and other drug use[§,¶,**]				Screen		
Tobacco use[§,¶]	Screen (combined hormonal methods for clients aged ≥35 years)			Screen		
Immunizations[§]				Screen	Screen for HPV & HBV[§§]	
Depression[§,¶]				Screen		
Folic acid[§,¶]				Screen		
Physical examination						
Height, weight and BMI[§,¶]	Screen (hormonal methods)[††]		Screen	Screen		
Blood pressure[§,¶]	Screen (combined hormonal methods)			Screen[§§]		
Clinical breast exam**			Screen			Screen[§§]
Pelvic exam[§,**]	Screen (initiating diaphragm or IUD)	Screen (if clinically indicated)	Screen			
Signs of androgen excess**			Screen			
Thyroid exam**			Screen			
Laboratory testing						
Pregnancy test **	Screen (if clinically indicated)	Screen				
Chlamydia[§,¶]	Screen[¶¶]				Screen[§§]	
Gonorrhea[§,¶]	Screen[¶¶]				Screen[§§]	
Syphilis[§,¶]					Screen[§§]	
HIV/AIDS[§,¶]					Screen[§§]	
Hepatitis C[§,¶]					Screen[§§]	
Diabetes[§,¶]				Screen[§§]		
Cervical cytology[¶]						Screen[§§]
Mammography[¶]						Screen[§§]

Abbreviations: BMI = body mass index; HBV = hepatitis B virus; HIV/AIDS = human immunodeficiency virus/acquired immunodeficiency syndrome; HPV = human papillomavirus; IUD = intrauterine device; STD = sexually transmitted disease.

* This table presents highlights from CDC's recommendations on contraceptive use. However, providers should consult appropriate guidelines when treating individual patients to obtain more detailed information about specific medical conditions and characteristics (Source: CDC. U.S. medical eligibility criteria for contraceptive use 2010. MMWR 2010;59(No. RR-4).

† STD services also promote preconception health but are listed separately here to highlight their importance in the context of all types of family planning visits. The services listed in this column are for women without symptoms suggestive of an STD.

§ CDC recommendation.

¶ U.S. Preventive Services Task Force recommendation.

** Professional medical association recommendation.

†† Weight (BMI) measurement is not needed to determine medical eligibility for any methods of contraception because all methods can be used (U.S. Medical Eligibility Criteria 1) or generally can be used (U.S. Medical Eligibility Criteria 2) among obese women (Source: CDC. U.S. medical eligibility criteria for contraceptive use 2010. MMWR 2010;59[No. RR-4]). However, measuring weight and calculating BMI at baseline might be helpful for monitoring any changes and counseling women who might be concerned about weight change perceived to be associated with their contraceptive method.

§§ Indicates that screening is suggested only for those persons at highest risk or for a specific subpopulation with high prevalence of an infection or condition.

¶¶ Most women do not require additional STD screening at the time of IUD insertion if they have already been screened according to CDC's STD treatment guidelines (Sources: CDC. STD treatment guidelines. Atlanta, GA: US Department of Health and Human Services, CDC; 2013. Available at http://www.cdc.gov/std/treatment. CDC. Sexually transmitted diseases treatment guidelines, 2010. MMWR 2010;59[No. RR-12]). If a woman has not been screened according to guidelines, screening can be performed at the time of IUD insertion and insertion should not be delayed. Women with purulent cervicitis or current chlamydial infection or gonorrhea should not undergo IUD insertion (U.S. Medical Eligibility Criteria 4) women who have a very high individual likelihood of STD exposure (e.g. those with a currently infected partner) generally should not undergo IUD insertion (U.S. Medical Eligibility Criteria 3) (Source: CDC. US medical eligibility criteria for contraceptive use 2010. MMWR 2010;59[No. RR-4]). For these women, IUD insertion should be delayed until appropriate testing and treatment occurs.

APPENDIX F

TABLE 3. Checklist of family planning and related preventive health services for men

Screening components and source of recommendation	Family planning services (provide services in accordance with the appropriate clinical recommendation): Contraceptive services*	Basic infertility services	Preconception health services[†]	STD services[§]	Related preventive health services
History					
Reproductive life plan¶	Screen	Screen	Screen	Screen	
Medical history¶,††	Screen	Screen	Screen	Screen	
Sexual health	Screen	Screen	Screen	Screen	
Alcohol & other drug use			Screen		
Tobacco use¶,**			Screen		
Immunizations¶			Screen	Screen for HPV & HBV[§§]	
Depression¶,**			Screen		
Physical examination					
Height, weight, and BMI¶,**			Screen		
Blood pressure**,††			Screen[§§]		
Genital exam††		Screen (if clinically indicated)		Screen (if clinically indicated)	Screen[§§]
Laboratory testing					
Chlamydia¶				Screen[§§]	
Gonorrhea¶				Screen[§§]	
Syphilis¶,**				Screen[§§]	
HIV/AIDS¶,**				Screen[§§]	
Hepatitis C¶,**				Screen[§§]	
Diabetes¶,**			Screen[§§]		

Abbreviations: HBV = hepatitis B virus; HIV/AIDS = human immunodeficiency virus/acquired immunodeficiency syndrome; HPV = human papillomavirus virus; STD = sexually transmitted disease.

* No special evaluation needs to be done prior to making condoms available to males. However, when a male client requests advice on pregnancy prevention, he should be provided contraceptive services as described in the section “Provide Contraceptive Services.”

† The services listed here represent a sub-set of recommended preconception health services for men that were recommended and for which there was a direct link to fertility or infant health outcomes (Source: Frey K, Navarro S, Kotelchuck M, Lu M. The clinical content of preconception care: preconception care for men. Am J Obstet Gynecol 2008;199[6 Suppl 2]:S389–95).

§ STD services also promote preconception health, but are listed separately here to highlight their importance in the context of all types of family planning visit. The services listed in this column are for men without symptoms suggestive of an STD.

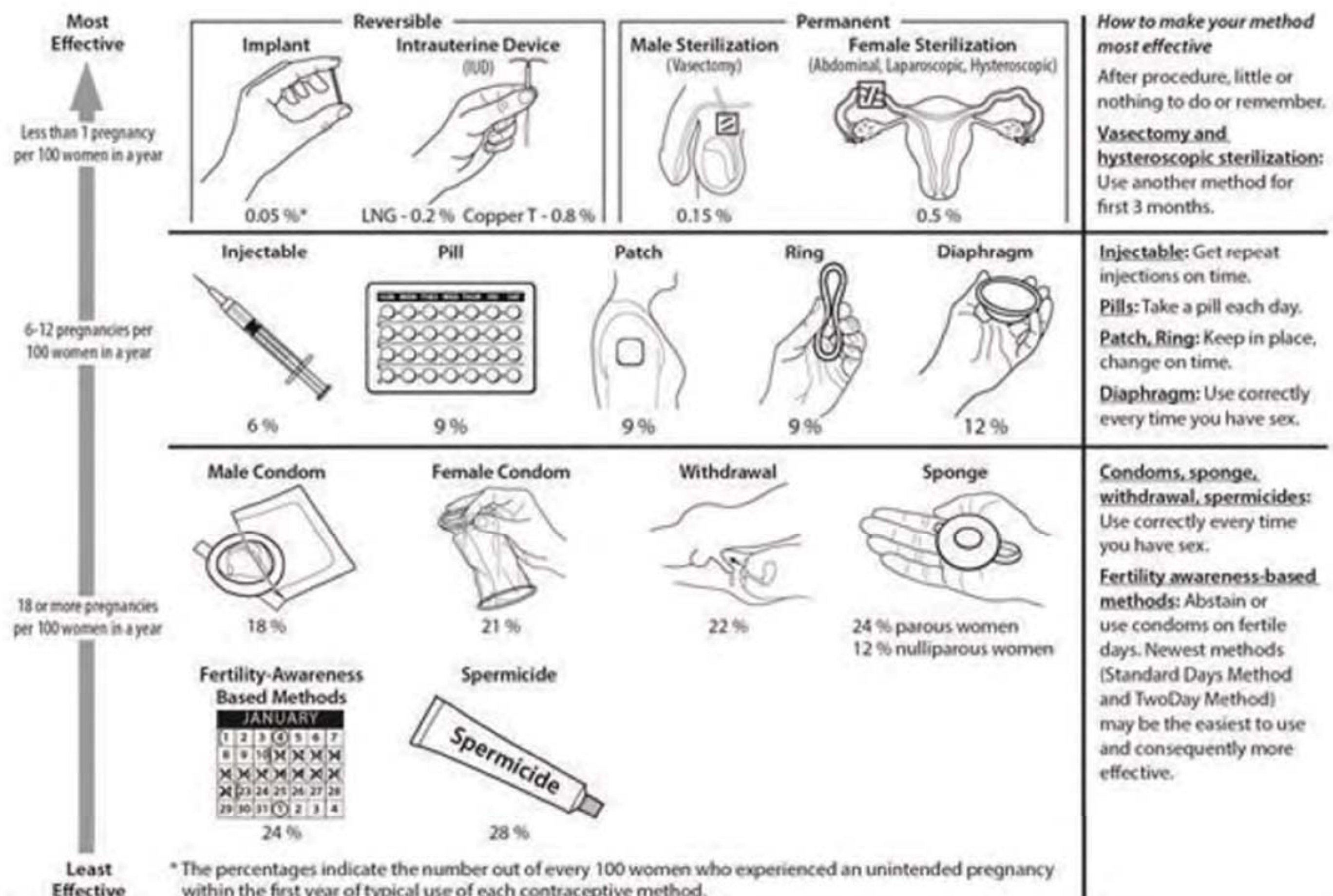
¶ CDC recommendation. ** U.S. Preventive Services Task Force recommendation.

†† Professional medical association recommendation.

§§ Indicates that screening is suggested only for those persons at highest risk or for a specific subpopulation with high prevalence of infection or other condition.

TYPICAL EFFECTIVENESS OF FDA-APPROVED CONTRACEPTIVE METHODS

The figure shows the typical effectiveness of FDA-approved contraceptive methods, ranging from least effective (fertility-awareness based methods and spermicide) to the most effective (implants, intrauterine devices, and sterilization).
MMWR Providing Quality Family Planning Services: Recommendations of CDC and the U.S. Office of Population Affairs, *Recommendations and Reports.* April 25, 2014 / 63(RR04);1-29. (See http://www.cdc.gov/mmwr/preview/mmwrhtml/rr6304a1.htm?s_cid=rr6304a1_w)



CONDOMS SHOULD ALWAYS BE USED TO REDUCE THE RISK OF SEXUALLY TRANSMITTED INFECTIONS.

Other Methods of Contraception

Lactational Amenorrhea Method: LAM is a highly effective, *temporary* method of contraception.

Emergency Contraception: Emergency contraceptive pills or a copper IUD after unprotected intercourse substantially reduces risk of pregnancy.

Adapted from WHO's Family Planning: A Global Handbook for Providers (2001) and Trussell et al (2011).

APPENDIX G: Standards for Public Health Clinic Services

APNDX G - DSHS
Clinic Standards.pdf

Department of State Health Services Standards for Public Health Clinic Services

Revised 8/31/04

TEXAS
Department of
State Health Services

DSHS Standards for Public Health Clinic Services

The DSHS Standards for Public Health Clinic Services replace the existing Quality Care: Client Service Standards for Public Health and Community Clinics and are intended to augment program-specific standards. The standards address common components for administering public health clinics to assure the delivery of quality health services.

The revised DSHS Standards for Public Health Clinic Services has four topic areas:

I. Personnel
II. Quality Improvement
III. Client Rights
IV. Clinical Operations

Each standard has a corresponding statement of intent and evaluative criteria, which will be utilized by DSHS for ensuring compliance with the standards.

DSHS Standards for Public Health Clinic Services

Standard	Intent	Evaluation Criteria
Section I. Personnel		
A. The contractor shall develop and maintain personnel policies and procedures to ensure that clinical staff is hired, trained and evaluated as appropriate to their job position.	A. To ensure that the contractor has a documented process for hiring, training and evaluating appropriate staff who are providing clinical services.	A. Review of contractor policies and procedures.
B. The personnel policies and procedures should address: 1. Job descriptions; 2. Employee Orientation; and 3. Annual job evaluations.	B. To ensure: 1. Written job descriptions identifying required qualifications and job duties for positions providing direct client services are available to management and staff. 2. To ensure each employee is appropriately oriented to their position, clinic setting and duties. 3. To ensure that each employee is annually evaluated and provided with feedback on job performance and any appropriate corrective actions if warranted.	B. Review of personnel policies and procedures and a sample of contractor: 1. Written job descriptions 2. Orientation sign-in sheets or documentation in personnel records. 3. Written job evaluations.
C. All employees with direct client contact will be appropriately identified with a name badge.	C. Employees are appropriately identified to clients and visitors.	C. Observation of employees wearing agency specific name badges with job title and applicable credentials.
Section II. Quality Improvement		
A. The contractor shall develop and	A. To ensure that the contractor has a documented	A. Review of the contractor's/provider's

DSHS Standards for Public Health Clinic Services

Standard	Intent	Evaluation Criteria
implement a Quality Assurance (QA) plan for internal review and evaluation of its services and compliance with DSHS rules and policies and procedures as-well-as other nationally recognized treatment guidelines.	comprehensive internal process to ensure that quality services are provided to include any subcontractors and that compliance with DSHS rules and policies and procedures is achieved.	adopted QA plan.
B. The QA plan should include:	B. To ensure that:	B. Review of:
1. Establishment of a multi-disciplinary committee, to include the medical director, clinic director, a nurse, an eligibility staff and a records manager, which meets at a minimum annually.	1. All levels of management, clinicians and staff are represented on the QA committee. The committee will annually review the plan and QA process.	1. QA plan and committee minutes.
2. The staff responsible for the internal review and evaluation.	2. A qualified staff member is responsible for implementing the QA plan.	2. QA plan, committee minutes and appropriate review supporting documentation.
3. The frequency (minimum twice a year) of the internal review and tool/forms to be utilized.	3. An appropriate timeframe and standard tools/forms are identified for completing the QA reviews.	3. QA plan, committee minutes, tools, forms and appropriate review supporting documentation.
4. The scope of the review at a minimum to include: a. Administrative Policies; b. Eligibility/Billing; c. Provision of Clinical Service—	4. That the review encompasses specific areas for review.	4. QA plan, committee minutes and completed tools and forms

DSHS Standards for Public Health Clinic Services

Standard	Intent	Evaluation Criteria
to include standing delegation orders/protocols, client observation and record review; d. Adverse outcomes; and e. Client satisfaction and/or complaints.		
5. Methods for reporting findings and recommendations and to whom reports should be made.	5. That a standard format for reporting findings and recommendations for corrective actions is utilized.	5. QA plan, committee minutes, reports.
6. Requirements for an action plan to correct or improve areas with significant findings/trends and future evaluation of effectiveness of the plan in addressing findings.	6. That a plan for corrective actions is developed to address findings/trends identified in QA reviews and that an evaluation is completed to ensure that actions have facilitated appropriate changes to address areas found not in compliance.	6. QA plan, committee minutes, corrective action plan and evaluation reports.
Section III. Client Rights		
A. The contractor shall insure informed consent is obtained for services provided.	A. To ensure that clients are provided appropriate information regarding clinical care and procedures in order to make an informed decision regarding consent.	A. Review of consent policy as well as completed consent forms and appropriate clinical documentation in client record.
B. The contractor shall insure patients are involved in resolving conflicts about care decisions.	B. To ensure that clients are involved with resolving conflicts about care decisions with the care providers.	B. Review of policy and appropriate clinical documentation in client record.
C. The contractor shall insure the confidentiality of client information.	C. To ensure that client information is kept confidential and secured and that information	C. Review of client confidentiality and record release policies and

DSHS Standards for Public Health Clinic Services

Standard	Intent	Evaluation Criteria
	is released only with client consent.	documentation in client record.
D. The contractor shall insure services are provided in a confidential setting.	D. To ensure that clients are provided a confidential setting for eligibility determination and delivery of clinical services.	D. Review of client confidentiality policy and observation of implementation during the eligibility determination and delivery of clinical services to ensure that the contractor makes a reasonable effort to insure client confidentiality.
E. Contractor shall have a client grievance process.	E. To ensure clients have a process for resolution of conflict or concern.	E. Review of client grievance process.
Section IV. Clinical Operations		
A. The contractor maintains a Client Record System which includes: 1. Format order within the record; 2. Record retention; and 3. Proper disposal of the record	A. To ensure that contractors appropriately maintain client information	A. Review of medical record policies and observation of policy implementation.
B. The contractor maintains a safe environment.	B. To ensure that the contractor maintains a physical environment free of hazards and manages staff activities to reduce risk of injuries.	B. Review of safety policy and observation of policy implementation and clinic environment.
C. The contractor manages hazardous materials and waste risks including: 1. Handling, storage and disposing of hazardous materials and waste according to applicable laws and	C. To ensure that the contractor maintains a plan for managing hazardous materials and waste.	C. Review of hazardous materials and waste plan or policy and observation of implementation and clinic environment.

Standard	Intent	Evaluation Criteria
regulations, when appropriate; 2. Handling, storage and disposing of chemical and infectious waste including sharps; and 3. An orientation and education program for personnel who manage or have contact with hazardous materials and waste.		
D. The contractor maintains fire-safety equipment and conducts fire drills regularly.	D. To ensure that the contractor develops a plan which identifies how it will establish and maintain a fire-safe environment to include inspecting, testing and maintaining fire equipment on a minimum annual basis and that the contractor reports and investigates fire protection deficiencies, failures and user errors.	D. Review of fire safety plan or policy and observation of implementation and supporting documentation for inspections and investigations of deficiencies.
E. The contractor maintains, tests and inspects medical equipment and documents these activities to include: 1. Assessing and minimizing clinical and physical risks of equipment through inspection, testing and maintenance; 2. Reporting and investigating equipment management problems,	E. To ensure that the contractor maintains a plan for maintaining medical equipment.	E. Review of medical equipment maintenance plan or policy and observation of implementation and clinic environment and documentation.

Standard	Intent	Evaluation Criteria
failures and user errors; and 3. Designing an orientation and education program for personnel who use the equipment.		
F. The contractor maintains appropriate infection control activities to include: 1. Reporting infections, when appropriate, within the organization or to public health agencies; 2. Taking action to prevent and reduce the risk of nosocomial infections in patients, staff and visitors; 3. Taking action to control outbreaks of nosocomial infections when identified; 4. Requiring employee immunizations; 5. Required employee screening based on risk; and 6. Development of a Bloodborne Pathogen Plan to include education annually for employees deemed at	F. To ensure that the contractor uses a coordinated process to reduce the risks of endemic and epidemic nosocomial infections in both patient care and staff health activities.	F. Review of Infection Control Plan or Policy, supporting documentation and employee immunization records, as well as observation of implementation within clinic environment.

DSHS Standards for Public Health Clinic Services

Standard	Intent	Evaluation Criteria
risk.		
G. The contractor shall maintain appropriate CLIA certification for laboratory services.	G. To ensure appropriate laboratory services.	G. Review of CLIA Certificate.
H. The contractor shall maintain appropriate pharmacy license.	H. To ensure that all pharmacy services are provided according to state pharmacy law.	H. Review of pharmacy license.

APPENDIX H: HUB CMBL Listing

HUB Listing.pdf

Class 918, Consulting Services – Item 88: Quality Assurance/Control Consulting

Vendor ID	Company Name	Contact Person	Email	Phone
1030382207500	SNAP MANAGEMENT GROUP INC	Darrell Pierce	Darrell@snapmgt.com	512-477-8788
1043814808100	CONSOLIDATED ENTITIES LLC	Mging Broker/ABAYOMI A. OWOLABI	realty@cosolent.com	281-265-2457
1061827717100	JN3 GLOBAL ENTERPRISES, LLC DBA EXCEL GL	James Nowlin	jnowlin@excelglobalpartners.com	512-501-1155
1113357105600	THOMPSON CONSULTING	Pres./Fred L. Thompson	FLTHOMQM@AOL.COM	281-290-0083
1113653046300	LARETTA RENA CALLAWAY, PROJECT MGMT.	OWNER/LARETTA RENA CALLAWAY	LARETTACALLAWAY@GMAIL.COM	936-419-6794
1141907685300	PROFESSIONAL RESOURCE PLUS	MANAGER/MACK ADEDIPE	madedipe@prpit.com	281-879-4095
1200876209300	OMNI INTEGRATION PARTNERS, INC	William Harrison	wharrison@omniintegration.net	214-929-5938
1200922797100	WWW.SUPERBSPEAKERS.COM	Joyce Scott	joycescott@superbspeakers.com	713-828-3613
1208023668500	ALL-TERRA ENGINEERING, INC.	President / Haddis Tewolde, P.E.	htewolde@all-terra.com	713-574-2371
1208224479400	LEADERSHIP LIVING, INC.	Pres./Joyce White	leadershiplivinginc@yahoo.com	214-928-9494
1208763967500	THR ENTERPRISES, INC.	Samuel Eaton	samuel.eaton@jnegreenteam.com	832-279-9856
1262366428600	NATIONAL EDUCATION ADVANTAGE (TXNEAD)	Raymond Groves	txnead@teamnmca.com	281-652-6784
1262617419200	TAYLOR SMITH CONSULTING, LLC	Tracy T. Smith	tracy.smith@taylorsmithconsulting.com	713-937-3111
1262977153100	WBF CONSULTING GROUP	Carroll Pearson	cpear_consultant@yahoo.com	678-984-9888
1263871617000	ANDTECH SOLUTIONS, LLC	Myoshia Boykin-Anderson	mbanderson@andtechllc.com	713-900-2600
1264066792400	OLIVIER, INC.	Raquel Olivier	info@olivier-inc.com	214-761-6900
1270613679800	BAILEY'S PREMIER SERVICES LLC	Tamiko W Bailey	twbailey@baileyspremierservices.com	817-292-2423
1271709928200	TRAVAILLE, LLC	Mbr/Jacquelyn Joubert Young	jacquijoubertyoung@travaillellc.com	832-270-0179
1271979867500	LATROBE LLC	Pres./Latanyua T Robinson	ltr@latrobellc.com	409-812-1003
1272166448500	CHARLES TRYON & ASSOCIATES	Charles Tryon	tryon.charles@gmail.com	877-526-0008
1272505651400	PROJECT & VENDOR MANAGEMENT ADVISORS	Laurie A Robinson	laurierobinson@pvmallc.com	832-436-2351
1272924600400	CBFC, LLC	Joseph G. Adams	jadams@knowcompromise.com	832-215-8886

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Vendor ID	Company Name	Contact Person	Email	Phone
1010730484100	ANGELA AMBROISE MARKETING	Angela Ambroise	angelaambroise@gmail.com	832-618-7259
1020701955400	CRYSTAL CLEAR BUSINESS SOLUTIONS	Owner/Crystal L. Brown	cbrown@thecrystalsolution.com	713-429-0142
1030383438500	TAX & FINANCIAL BUSINESS SOLUTIONS	DESIREE RUSSELL	taxandfinancialbusiness@gmail.com	713-513-0006
1043814808100	CONSOLIDATED ENTITIES LLC	Mging Broker/ABAYOMI A. OWOLABI	realty@cosolent.com	281-265-2457
1061755810000	BRIO COMMUNICATIONS, LLC	De Juana Lozada	lozadad@hotmail.com	512-797-6989
1113653046300	LARETTA RENA CALLAWAY, PROJECT MGMT.	OWNER/LARETTA RENA CALLAWAY	LARETTACALLAWAY@GMAIL.COM	936-419-6794
1141964798400	AB BROADCASTING CONSULTANT LLC	Annie Billings	abillings@abbctv.com	817-685-8650
1200159409700	FRED L MCGHEE & ASSOCIATES	Fred McGhee	FMCGHEE@FLMA.ORG	512-275-6027
1200922797100	WWW.SUPERBSPEAKERS.COM	Joyce Scott	joycescott@superbspeakers.com	713-828-3613
1201146140200	TIKS ENTERPRISE, LLC	Tameka Young-Finister	tameka.young@tiksenterprise.com	888-468-0920
1201370649900	SAXIOM LLC	Kelvin King	kking@saxiom.com	512-351-5913
1203755990800	GRAVES LEARNING CENTER	President/Richard S. Graves, Sr.	rsgraves@prodigy.net	972-743-5594
1204509837800	A AND J CONSULTING GROUP, LLC	Owner/SHITONDA JOHNSON	ajconsultinggroupllc@consultant.com	713-829-3342
1204581528400	HEDGEFORD MANAGEMENT	R. Dick	hedgefordmgmt@gmail.com	214-566-7044
1204916459800	JAMES BIRD GUESS SUCCESS ACADEMY	James Bird Guess	james@internationalsuccessacademy.com	888-369-1339
1208224479400	LEADERSHIP LIVING, INC.	Pres./Joyce White	leadershiplivinginc@yahoo.com	214-928-9494
1262366428600	NATIONAL EDUCATION ADVANTAGE (TXNEAD)	Raymond Groves	txnead@teamnmca.com	281-652-6784
1262617419200	TAYLOR SMITH CONSULTING, LLC	Tracy T. Smith	tracy.smith@taylorsmithconsulting.com	713-937-3111
1262632193400	REDRICK & REDRICK ENTERPRISES, INC.	President/Vicky Redrick	vlredrick@sbcglobal.net	972-780-1740
1262778112800	FAMILY RESTORATION AND ECONOMIC	OWNER/ROBIN HARRISON	wininwellness@yahoo.com	281-836-2614
1262969597900	GRAFTON A SPINKS DBA AL SPINKS & ASSOCIA	Grafton A Spinks	al@asapresents.com	281-704-1724
1263512026900	SILOTECH GROUP, INC	President /Tiffany Tremont	ttremont@silotechgroup.com	210-569-0953
1263871617000	ANDTECH SOLUTIONS, LLC	Myoshia Boykin-Anderson	mbanderson@andtechllc.com	713-900-2600
1270163209800	CREATIVE CONCEPTS IN EDUCATION	Owner/Sundra L. Stubbs	CCseminars@ATT.net	214-772-0017
1270635276700	RG TALENT SOLUTIONS, LLC	Reginald W Calhoun Sr	rcalhoun@rgtalentsolutions.com	817-405-2838
1271446683100	DAZZIE MCKELVY LLC	Dazerina McKelvy	dazziemckelvy@gmail.com	512-924-7761
1272671380800	TEAM ALLIANCE SPORTS, LLC	Marshall J Cowell	tsportsa@att.net	915-261-9651
1272787768500	SONYA WARE EXECUTIVE CONSULTING, LLC	SONYA WARE	sonya.ware@bluebeagleconsulting.com	713-206-2354
1272953312000	NSPIRE EDUCATION CONSULTANTS, LLC	RUBY J STEVENS-MORGAN	consultant@nspireeducation.com	859-299-5014

1272968527600	INXELERATE SOLUTIONS LLC	Hadyn Inniss	hadyn.inniss@inxelerate.com	512-346-8110
1273048849600	TRAINING SOLUTIONS & ASSOCIATES	Owner/SaWanna Cannon	Trainsolutions234@att.net	210-227-8722
1273378151700	AWE-INSPIRING CONSULTANTS, INC	Ebony Shelton	EShelton@Awe-Inspiringinc.com	281-714-0885
1274394480800	NEW RENEWABLE ENERGY TECHNOLOGIES LLC	Phil Fosso	fossop@asme.org	972-363-3204
1274628164600	THE BRYANT HERITAGE, LLC	Tori M. Cole	tmcole@tbhtechsvcs.com	713-560-6542
1274723274700	ALEXIS M SERVICES LLC	Alexis M. Scott	alexis@amathservices.com	972-755-1151
1274846067700	JOHNSON ADVANTEDGE INSTITUTE, LLC	Janice M. Johnson	janice.johnson@freembb.com	213-373-3622
1275347803600	IGLOBAL EDUCATIONAL SERVICES, LLC	Dr Alicia Holland Johnson	drhollandj@iglobaleducation.com	512-761-5898
1331098480500	THE LEARNING NETWORK, LLC	Laura Price Hayes	lcobb2000@yahoo.com	214-250-9930
1352474214800	DAVIS PSYCHOLOGICAL HEALTH & WELLNESS PR	Dr. Regina G. Davis, Ph.D.	dr.reginagdavis_phd@yahoo.com	210-241-4954
1364568513500	C.F. TRAINING SERVICES	Owner/Callena Fitzpatrick	cftraining@att.net	903-814-3796
1364675062300	PARTNERS BUSINESS CONSULTING GROUP INC	RICHARD CROWDER	CROWDERR@SBCGLOBAL.NET	817-548-3131
1383739653300	SMGETER CONSULTING AND SECURITY SERVICES	SANDRA M. GETER	sgeter@gt.rr.com	409-466-7301
1421740560500	AUTHENTIC TECHNOLOGY SOLUTIONS	President/Veronica D. Frazier	authentictechnologysolutions@yahoo.com	713-436-1728
1450661856100	SMITH SAFETY TRAINING & AUDITS, LLC	Roosevelt Smith, Sr.	smithsafetytrainingaudits@gmail.com	832-525-5304
1452038550200	ONE CORNER AT A TIME	Gerald Paschal/Business Manager	gpaschal@onecorneratatime.com	409-832-0044
1452862644400	BEARDEDEAGLE LLC	Devon Morris	team@beardedeagle.com	888-245-5596
1452997207800	MAKING STRAIGHT PATHS	Markita Samuel	Markita@Makingstraightpaths.com	281-858-3040
1453229081500	STAR FORCE	Clarence Lowe	clarence@starforceusa.com	210-320-2077
1453233547900	A PLUS MEDICAL RECORDS SOLUTIONS	LaDonna Childress	aplusmrs@hot.rr.com	254-598-4250
1454366781100	ROBUST SERVICES & SOLUTIONS INC	Clarance Lasana	cslasana357@gmail.com	210-645-9903
1454395107400	INNOVATE LIFE SUCCESS CONSULTING, LLC	Brenda Marks	innovativesc.inc@gmail.com	972-480-5910
1454543821100	HILL EDUCATIONAL CONSULTANTS, LLC	Essie Hill	ehill@hilledconsultants.com	469-294-1672
1454811202900	NQ SOLUTIONS INC	Tinuade Osunrinade	tinuade1@gmail.com	281-616-5220
1455255194800	MATTHEW SMITH CONSULTING, LLC	Matthew Smith III	matthew@ms3consulting.com	210-837-8594
1459276133300	W.J. FOSTER ENTERPRISES	DR. WILLIE J. FOSTER, SR., PH.D.	williejfoster02@gmail.com	972-589-5516
1460650101400	OGT TEST & RESEARCH CENTER	Dr. Emmanuel N. Oghakpor	emmanuel@ogtsite.com	214-660-0122
1460700578300	SAMS CONTRACTING CONSULTING AND TRAINING	Aaron Sams	aaron@samscct.com	210-788-1034

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1460870765000	KMR CONSULTS AND INVESTIGATIONS	Kenneth M. Riley	kriley@thekmrfirm.com	210-681-4474
1460901335500	3D DISCOVERY LLC	Coretta Turner	coretta@3d-discovery.com	972-850-8902
1461034345200	VESTEDIN AGING CONSULTING GROUP, LLC	Bridget Samuel	bridget@vestedinaging.com	713-568-5045
1461091812100	THE CHILDREN'S CAROUSEL ACADEMY, LLC	Karen A. Williamson Johnson	williamsonk6@aol.com	469-401-4241
1461890915500	WRIGHT ONE TRAINING	Brooke Wright	wrightonetraining@gmail.com	214-418-5117
1462402725700	INTEGRALITY, LLC	Cynthia Nevels	cynthian@integrality.us	877-601-3211
1462470308900	THAT A GIRL & FRIENDS SPEAKERS AGENCY	Vikki Wells	vikki@thatagirlspeakers.com	214-952-5604
1462829743500	SOLVIT BUSINESS SERVICES LLC	Principal/Leslie Robinson	solvitllc@gmail.com	713-493-2597
1462854542900	ELIZABETH ORIOLA-OTENAIKE, PSYD	Dr. Elizabeth Otenaike	DoctorLizO@gmail.com	817-422-3181
1463250027900	L.E.A.D. EDUCATIONAL SERVICES, LLC	William Price	william@leadeducationalservices.com	832-598-8114
1463264006700	WILLPOWER TECHNICAL WRITING	Onnesha Williams	owilliams@willpowertw.com	512-680-0421
1463280450700	ABILITY SOLUTIONS	April S. Watson-Horton	info@abilitysolutions.org	972-283-6670
1463875670100	KUADRA CONSULTING SERVICE, LLC	Kuadra Consulting Service LLC	info@kuadracs.com	210-314-7687
1464703898400	JK HARRIS & ASSOCIATES	Gregory Harris	GregHarris@JKHarrisAssociates.com	512-844-8352
1464811642500	NIA HOLDINGS LLC	Ijeoma Nwankwo	ijenwankwo@niaholdingsllc.com	972-984-6113
1464944905600	REAL TIME READY DIGITAL LLC	Jermain Anderson	jallen@rtrdigital.com	408-685-3362
1465265120000	C MATH IS EASY, L.L.C.	Owner/Andrea R. Johnson	cmathiseasy@gmail.com	361-371-2838
1470993100100	MORGAN IT SECURITY	Owner, Louis A. Morgan	Mr.L.Morgan@gmail.com	502-319-3753
1471004291300	THE CP CONSULTANT	Demetre Bivins	dbivins@thecpconsultant.com	832-620-1957
1471093000000	BREAKTHRU GLOBAL VENTURES LLC	Michael Parrott	michael.parrott@breakthruventures.com	571-438-3310
1471496086200	COLLINS COMMUNICATION INSTITUTE	Owner/David Collins	ccitutoring@yahoo.com	800-244-3130
1471636664700	A BRITTANY D. PHILLIPS CO., LLC	BRITTANY D. PHILLIPS	BRIT.PHILL@YAHOO.COM	713-554-5482
1471730580000	ART FUN FOR ANYONE, LLC	CAROLINE GONZALES	ARTFUN4ANYONE@YAHOO.COM	210-381-1640
1471744230600	BROWN TREE OF LIFE, LLC	Owner/LaNeil Randle	lrandle4295@sbcglobal.net	979-661-1209
1471898929700	HAMILTON-GUY COUNSELING &	Cheryl Hamilton	cheryly.hamilton@gmail.com	972-283-6799
1472354699100	EDUCATION AND STATISTICAL CONSULTING	Pres/Tobechukwu Nelson Ikegulu, Ph.D.	lykestat@hotmail.com	409-239-9316
1472635473200	LISASERVES LLC	Lisa Fritsch	Lisa@lisaserves.com	512-560-0060
1473267843900	GWH QUALITY GROUP	Pamela Gardner	gardnepc@swbell.net	832-368-2646
1473298502400	INFINITY BUSINESS SOLUTIONS LLC	Derrick Lewis	infinitybusinesssolutionsllc@gmail.com	478-258-6758
1473342347000	THE WELLNESS ADVOCATES GROUP, PLLC	Jeremy Jones	jjones@thewellnessadvocatesgroup.com	832-533-0529

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1473456328200	BUFFALO CLOUD CONSULTING, LLC	Christine A. Moses	info@buffalocloudconsulting.com	512-215-4436
1473462311000	SOCIAL MEDIA TECHNOLOGIES, LLC	Roderick Jones	ric@socialmediaiq.net	214-800-2617
1474570633400	LMM PROFESSIONAL SERVICES	La'Joy Marks	lajoy@lmmproservices.com	512-730-0676
1474851753000	LOVE 2 TEACH EDUCATIONAL &	Francis Germany	love2teachllc@yahoo.com	832-870-5610
1475635000600	BLOCKER EDUCATION RESEARCH, LLC	Tyrone D. Blocker	tblocker@blockereducationresearch.com	512-954-7777
1510598869300	WOODS CONSULTING GROUP, LLC	Pres./Timothy C. Woods	tcw17@sbcglobal.net	214-682-6927
1522420889000	WITTY INVENTIONS	Pretta Vandible	preariel@earthlink.net	713-298-5670
1571173816900	THE CONXSIS GROUP, INC.	President/Abdul H. Shakir	ashakir@conxsis.com	817-348-0060
1611566736800	SCOTT-HARRIS ASSOCIATES	Owner/Janet L. Scott-Harris	janet@scott-harrisassociates.com	214-828-0229
1611587417000	ANDRESS & ASSOCIATES	Lauri Andress	landress1@gmail.com	713-553-8192
1611623457200	BUSINESS RESOURCE CENTER	Gwendolyn Bolden	gbolden2@ymail.com	210-650-0855
1710997729200	CONSULTING SOLUTIONS.NET	MICHAEL BROWN	mbrowncsn@sbcglobal.net	512-502-9990
1742997498700	D. T. JACKSON ENTERPRISES, INC.	Daniel T Jackson/President	danjackson@dtjackson.com	210-601-8101
1743088947100	CPR INSTITUTE INC.	Col. Roosevelt Speed	cprinstituteinc@att.net	972-288-6177
1752888741100	CONSUMER & MARKET INSIGHTS LLC (CMI)	Royalyn Reid	royalyn.reid@thecmiteam.com	855-939-9500
1752890712800	RAY OF HOPE	SYNTHIA R. HARTFIELD	OURTURN3@NETZERO.COM	214-489-9090
1753021823300	AFFUL CONSULTING CORPORATION	CEO/John Afful	jpafful@affulconsulting.com	800-797-0248
1760447740000	BASHEN CORPORATION	BASHEN,JANET	jbashen@bashencorp.com	713-780-8056
1760557812300	SEREVILO DESIGNS	Owner/Oliver E. Stubblefield	genestubbson@pantshangingdown.com	713-306-5709
1760605313400	G-WASA, INC.	Sherry A. Atkinson-Lively	gwasa_inc@yahoo.com	713-785-9362
1760616534200	EXCELLERATE PERFORMANCE ADVISORS	Denise Shanklin	dshanklin@excelleratepa.com	512-650-2864
1760675273500	CS KIMBROUGH ENTERPRISES, LLC	SANDRA KIMBROUGH	kimbrotraining@yahoo.com	877-715-2739
1770626517400	CONTRACT SERVICE INNOVATIONS, LLC	Benjamin Sumpter	bsumpter@csi-compliance.com	855-651-9017
1800319349900	HP EXECUTIVE SOLUTIONS	Dr. Shanta Proctor	shanta.proctor@gmail.com	832-510-4737
1820544291800	RM WALKER TRAINING & FACILITATION	REGINALD WALKER	TRAININGALL@ATT.NET	512-417-8988
1861163149200	ONE WORLD STRATEGY GROUP LLC	Jeri J. Brooks	jeri@oneworldstrong.com	713-807-0781
1900286774500	APPLIED PROGRAM MANAGEMENT& TRAINING LLC	Roni Olusanya	RONKE@APPLIEDPMT.COM	214-606-6868
1900806369500	EVOSOURCE LLC	Emmitt Walton	info@evosourcenetwork.com	832-449-6784
1200839056400	NEW HORIZONS CLC OF AUSTIN	Jamie Fiely x2460	jfiely@nhaustin.com	512-349-9555
1202376737400	ARRATI, INC. DBA TEXCELVISION	Shobhna Nihalani	shobhna.nihalani@texcelvision.com	832-886-1280
1203482538500	SOUTH TEXAS HORIZONS LP	Derek Wright	dwright@5pe.com	210-308-8200

1208921426100	NORTH TEXAS HORIZONS LLC	Derek Wright	dwright@5pe.com	972-490-5151
1273632554400	SOUTHEAST TEXAS HORIZONS LLC	Pres./Derek Wright	dwright@5pointenterprises.com	713-552-1414
1201218200700	MNK INFOTECH INC.	President/Neha Kunte	accounts@mnkinfotech.com	412-213-8665
1202815606000	MADDISOFT, LLC	Ramesh Maddi	rmaddi@maddisoft.com	713-449-1535
1204078903900	CENTEX TECHNOLOGIES	Abdul B. Subhani	asubhani@centextech.com	254-213-4740
1205435539600	SYNAPTICORE, LTD.	Mustafa Raja	mraja@synapticore.com	281-833-1000
1205925909800	CHIVAS ENGINEERING & CONSULTING, INC.	CEO/Dr. Vasant C. Ramkumar	vasant@chivascorp.com	512-217-0853
1262605013700	BTGRAD DBA TEXAS HEALTHTECH INSTITUTE	Purnendu Mandal	director@texashealthtech.com	409-866-0555
1264455394800	FLAGTREE SYSTEMS LLC	President/Gurusamy Palanichamy	palani@flagtree.com	512-692-7797
1270908659400	AJANTA CONSULTING, LLC	ANIL PATEL	anil.patel@ajantaconsulting.com	512-775-2645
1271499905400	N C CABANA LOGISTICS, LLC	Nonie Cabana	nccabanalogistics@gmail.com	210-265-1983
1452377642600	RAISE ACHIEVEMENT, LLC	Arati P. Singh	asingh@raiseachievement.com	512-301-8952
1454484067200	DYNAMIC INVENTIONS LLC	Ali Zahid	zahid@din.us.com	888-982-8518
1455395432300	INTEGRITY SERVICES	Suja Christodoss	info@cleanwater4.us	817-894-1357
1455539678800	PINNACLE PROCESS SOLUTIONS INTERNATIONAL	Adil Dalal	adil@pinnacleprocess.com	512-212-1166
1462259752500	WATERLILY WRITING, LLC	MONIQUE DORSETT	MONIQUE@WATERLILYWRITING.COM	512-270-8550
1462339453400	C.B.K. COMPUTING LLC	Beshara Shaleesh	admin@cbkcomputing.com	512-422-3126
1473435951700	ASDL CONSULTING LLC	Anil Levi	anillevi@yahoo.com	512-731-6728
1582183363700	SYSPRO TECHNOLOGIES, INC.	Shri Gangal	sgangal@sysprotech.com	214-440-3801
1742768479400	MICROASSIST INC	COO/Donald Twining	DTWINING@MICROASSIST.COM	512-794-8440
1900747385300	TUTORING BY TRAN	Yen-Hong Tran	tutoring.by.tran@gmail.com	512-825-8161
1202752378100	SEC-OPS, INC.	Robert Lott	robert@secopsinc.com	361-299-6767
1454939954200	CENTURION SOLUTIONS LLC	Douglas C Jackson	dcjackson@centurion-solutions.com	979-571-5213
1460876947800	HIGHGROUND TECHNOLOGIES INC	Ronald E. Zimmerman Jr.	Ron.Zimmerman@HighGroundTech.com	210-858-9573
1463078484200	TOPSARGE BUSINESS SOLUTIONS LLC	Dan Elder	dan.elder@topsarge.com	254-853-4410
1464630777800	TRAUMA CARE CONCEPTS, LLC	Glenn C. Sammis	traumacareconcepts@gmail.com	210-860-0888
1464918008100	DR. D'S LEVERAGE, LLC	AARON DEWISPELARE	adewisp@gvtc.com	830-981-2357
1471994051300	JOHNSON APPLIED SOLUTIONS LLC	Theodore J. Johnson	tedjohnson@johnsonappliedsolutions.com	210-718-4079
1474524634900	KESPE, LLC	Kenneth E. Seiler	kespe@outlook.com	512-751-8094
1562485180200	SYNERGY CREATIONS GROUP, LLC	Lee Sechrist	lee@synergycreationsgroup.com	979-488-9040
1010956920100	STRATEGIC SKILLS TRAINING INSTITUTE	LUIS VARELA	docvarela@ssti-usa.com	210-320-1314
1200020282500	THE ROTHSCHILD CORPORATION	Rothschild,Susanne	srothschild@trainingbyrothschild.com	832-752-0317
1200022545300	MENTORING MINDS, LP	Theresa D. Avirett	bids@mentoringminds.com	800-585-5258
1202020070000	EARLY LEARNING SOLUTIONS	Angelica S Santacruz-Brandt	angelica.s.brandt@gmail.com	512-415-6319
1202423821900	ULIBARRI-MASON GLOBAL HR, LP	Daniel Ulibarri	um@umglobalhr.com	214-452-8993

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1202706706000	DAVID MOLINA & ASSOCIATES, INC.	President - David Molina	david.molina@pobox.com	512-836-5377
1203877857200	COGNITIVE PROFESSIONAL SERVICES INC.	Cognitive Professional Sevices Inc.	BD@cog-ps.com	703-562-0602
1204050889200	ASENTRENE, INC.	Henry Garcia	hfgarcia@asentrene.com	210-493-1971
1204439133700	TRAINING WITH ANGIE	Angie Reinford	angie@gmail.com	361-742-1264
1204534520900	MANAGEMENT SOLUTIONS	Salvador Rodriguez, Jr./President	mgmtsol@gmail.com	915-929-3670
1205001838600	YO SOY I AM, LLC	Ivette Mayo	ivette.mayo@yosoy-iam.com	713-447-5404
1208717387300	BRIGHT WATER VENTURES, INC.	CEO/Charlie Ramirez	charlie@teamventi.com	512-782-4034
1264431493700	EGRESSONE TECHNOLOGY GROUP	TANIA MARIE-MARTIN-MERCADO	gs@egressone.com	469-713-2025
1270412663500	THERESA MORENO COMMUNICATIONS	Theresa Moreno	theresamoreno@austin.rr.com	512-431-0084
1271709336800	DAVIS SUCCESS SOLUTIONS LLC	Roy Davis	roy@davissuccesssolutions.com	469-607-1908
1272385442300	KINETIC HOUSE, INC.	Diane Becerra	kinetichouse@gmail.com	210-240-9141
1320384945300	LISTO TRANSLATING SERVICES & MORE LLC	Roxana Heredia	roxana@listotranslating.com	832-592-9264
1371474591900	MODA INTERNATIONAL INC.	Dr. Joaquin Paez	joaquin@jpmoda.com	512-306-8221
1412227690100	INTEGRATIVE CONSULTING SOLUTIONS LLC	Jose Tollinchi	jose@iconsultingllc.com	915-309-7429
1453157395500	SYNERGIST CONSULTING, LLC	Maggie Marotta	mmarotta@synergistfinancial.com	972-985-4142
1454775373200	APRIORI ENDEAVORS	RUDOLFO DE LA CRUZ, JR.	RUDY@AE-IT.COM	210-623-0807
1454906749500	FOUR VICTOR GROUP	Dathan Copeland/Chief Operating Officer	dathan@fourvictorgroup.com	512-739-3034
1455261563600	RINCON & ASSOCIATES, LLC	EDWARD T. RINCON	EDWARD@RINCONASSOC.COM	214-800-2831
1460808026400	SOTELO & ASSOCIATES, LLC	Patricia Sotelo	pat@sotelocoach.com	956-664-2137
1460946571200	THE LANGUAGE BRIDGE	Lorena Parada-Valdes	lorena@thelanguagebridge.net	361-425-2271
1461253364700	ED-POINT, LLC	Linda Villarreal	lindakayvillarreal@gmail.com	361-549-1699
1461509122100	ASPELL SERVICES INC.	Denise D Aspell	deedee@aspell.com	210-445-8425
1461916987400	KHAERON CONSULTING, LLC	DR. EMILIA O'NEILL - BAKER	DREMILIA4CHANGE@GMAIL.COM	361-877-1041
1462681980000	STRATEGY RESOURCE GROUP LLC	Irma L. Ramirez	Leticiaram@srg5.com	972-523-2098
1464189998500	AVALON BUSINESS PARTNERS	Kathryn Martinez	info@avalonbp.com	972-385-1644
1465059325500	JUBIZ CONSULTING, L.L.C.	Owner/Julie Martinez	juliemartinez77@hotmail.com	469-999-1769
1465285768200	TALENTO	Selene de la Pena Frizzell	talentodallas@gmail.com	682-225-5360
1465683208700	FOUR STAR HEALTH AND SAFETY, LLC	Charles W. Hebert	drhebert1.tie@txindeval.com	855-944-7827
1471267423400	HERNANDEZ CONSULTING TECHNOLOGIES (HCT)	Alvin Hernandez	alher58@gmail.com	210-992-5244
1471818244800	RMD STRATEGY LLC	Mike Dominguez	mike@rmdstrategy.com	512-487-7868
1472051189900	ENSIGHT MARKETING AND CONSULTING	Eve Gamboa	efgamboa@msn.com	432-425-4039
1473726918400	VIDA CONSULTING LLC	VIDA CONSULTING	mosorio@vidaeducation.net	817-627-7297
1473922599400	BEHAVIORAL HEALTH CONSULTANTS, LLC	Lucy Williams	lw@behavioralhealthconsultants.org	361-549-6972

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1473982553800	CAPSTONE HIGHERED SERVICES LLC	Diana Pino	diana.pino@capstonehighered.com	713-955-2122
1474579990900	CORERECON, LLC	Christopher Hegg	Chris@CoreRecon.com	800-955-2596
1474689466700	TRAINERANGIE.COM, LLC	Angie Whitney	angie@trainerangie.com	619-750-7449
1711026092800	TDC SERVICES, INC	PRESIDENT/DOLORES A AMADOR	TDCSERVICESINC@AOL.COM	210-734-2008
1731663749900	CORPORATION FOR PUBLIC SCHOOL ED K16	C.E.O./ Omar Lopez	olopez@cpse-k16.com	512-341-0351
1731703114800	FOCUSED SOLUTIONS	Owner/Juan L. De La Cruz	JLDLC@SBCGLOBAL.NET	956-624-5439
1731724421200	OAG CONSULTING LLC	President/OSCAR A. GONZALEZ	OAGCONSULTINGLLC@ATT.NET	512-565-4135
1742341937700	XIMENES & ASSOCIATES, INC.	LINDA XIMENES	lximenes@xa-sa.com	210-354-2925
1742679094900	UNIQUEST INTERNATIONAL INC	Sandra Romero Thompson	srt@texfleet.com	512-930-9720
1742766655100	ENCON INTERNATIONAL, INC.	Alex Woelper	encon.admin@enconinternational.com	915-833-3740
1742791787100	HOLLIS RUTLEDGE AND ASSOCIATES, INC.	PRESIDENT/HOLLIS V. RUTLEDGE, JR.	sheila.pankratz@gmail.com	956-583-0002
1742897099400	ACADEMY SCHOOL OF CAREERS, INC.	CEO/LAURA WINTER	winterhaven9@yahoo.com	915-533-4100
1742913447500	DISPUTE MANAGEMENT GROUP, LLC	Manager, Jose L. Hernandez, P.E.	dmghernandez@sbcglobal.net	512-426-6958
1742921793200	STAR ENGINEERING GROUP, INC.	Pres./Manuel A Diaz	mdiaz@starengineeringgroup.com	210-871-4133
1742985660600	ROBECK CONSULTING, L.L.C.	Robert Collier	Bobcollier@RobeckConsulting.com	210-381-3025
1752346001600	THE NELROD COMPANY	NELSON RODRIGUEZ	info@nelrod.com	817-922-9000
1752726320000	R2 TECHNOLOGIES INC.	Carrie Martinez	rick@r2now.com	214-382-3992
1760225893500	GOMEZ & COMPANY	BENJAMIN GOMEZ/Owner	ben@gomezandco.com	713-666-5900
1760479929000	OVERNITE SOFTWARE, INC.	RALPH WEBB	INFO@OVERNITECBT.COM	979-849-2002
1760595779800	LEADERSHIP CONSULTING GROUP INC.	Joanne Linden	jmlinden@comcast.net	713-952-6633
1800932990700	BILINGUAL CPR SVC OF TEXAS	Jose L. Dominguez	jd101169@yahoo.com	469-826-3478
1841713526800	SOUTH TEXAS FAMILY CONNECTIONS	LUPE VALDEZ	STXFAMILYCONNECTIONS@GMAIL.COM	361-334-4046
1010782456600	GOGO CREATIVE	Owner - Lisa Gardner	lisamac@gogocreative.com	512-480-0881
1010839033600	INNER CORRIDOR TECHNOLOGIES, INC.	President/Jennifer Harrison	info@teachmegis.com	713-278-7883
1030576944900	MEDBIO PUBLICATIONS	Kersten Hammond	kersten.hammond@medbiopub.com	972-547-4165
1043772864400	BOARDWALK ENTERPRISES, LLC	President/JODY NICHOLAS	JODY@BOARDWALKLLC.COM	703-675-2959
1061681445400	INDEPENDENT REPORTS	Roberta Ambrosino	robertaambrosino@yahoo.com	562-676-7107
1061817188700	CONAWAY CONSULTING, INC.	DEBORAH M. CONAWAY	debbie@conawayconsulting.com	512-587-1850
1113745643700	CREATIVE TRAINERS AND CONSULTANTS	JUDY CARNAHAN-WEBB	JUDY@JUDYCARNAHANWEBB.COM	281-493-4787
1134280998200	TEXAS TECHNOLOGY CONSULTING	CEO/Kate Connolly	kconnolly@txtcgroup.com	512-288-5300
1134307214300	EDVANCE RESEARCH, INC.	Debrale Graywolf	dgraywolf@edvanceresearch.com	210-558-4118
1200029531600	RESOURCES FOR LEARNING, LLC	Linda Wurzbach	lindaw@resourcesforlearning.net	512-327-8576
1200730956500	DLO THREE DIMENSIONAL DEVELOPMENT,LLC	Debbie Lindsey-Opel	dlo@3ddresults.com	361-854-1300

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1201368188200	JAKECO CONSTRUCTION, INC.	Nicole	jacoinc@aol.com	210-745-1302
1202844007600	MEDICAL AUDITING SOLUTIONS, LLC	PRESIDENT/ANGELA S. MILLER	angela@medicalauditingsolutions.com	972-459-1508
1203098250300	ABICO CONSULTING, LLC	Pres/Rebecca Abigail Pfiester	abigailpfiester@hotmail.com	512-417-4922
1203119411600	NET INGENUITY	KAREN R KREPS	karenkreps@netingenuity.com	512-328-4456
1203132635300	SUE ELLEN JACKSON MARKETING &	OWNER/SUE ELLEN JACKSON	SEJACKSON@AUSTIN.RR.COM	512-345-5259
1203157543900	LIQUID LEARNING	Owner/Jerrnette Heit	jerris@swbell.net	512-293-1798
1203157945600	COMMUNICATION CONNECTIONS	MARY WILBANKS	mewilbanks@austin.rr.com	512-346-8871
1203326322400	MI CASA ENTERPRISES	Owner, Mgr/ Paula Karen Harlan	harlan_karen@hotmail.com	806-546-0409
1203763685400	BIBLIOTECHNICS	Owner/JOANNA F. FOUNTAIN	FOUNTAIN@THEGATEWAY.NET	512-927-1341
1203904854600	HART EDITORIAL SERVICES	Ann Weaver Hart	ann@harteditorial.com	979-739-7610
1204295194200	BILINGUISTICS, INC.	Pres./Ellen Kester	ellen.kester@bilinguistics.com	512-480-9573
1205033168000	ALPHA OMEGA PROFESSIONAL TRAINING	Meghan Klein	mklein@aopts.com	972-567-4321
1205309867400	NURSING OPTIONS PLLC	Manager/ Gail M. Shevlin	gms09@att.net	281-236-7142
1205448210900	MOTIVATIONAL FOUNDATIONS INC.	CEO / Darleen Lortz	mfi4@verizon.net	940-455-2330
1208385934300	AUSTIN ASSISTIVE TECHNOLOGY CONSULTANTS	Owner/Elizabeth A. Dann	austinatc@yahoo.com	512-947-3978
1208890043100	STRATEGIC EDUCATION SOLUTIONS, LLC	Cynthia Burrow	cburrow@strategicedsolutions.com	512-996-8814
1223713008800	MAGIC COMMUNICATIONS	JENNIFER WEBB	JENNIFER@MAGICCOMM.COM	775-232-7753
1251482159900	LABOR RELATIONS ALTERNATIVES, INC.	President/Lana Norwood	lananorwood@lraconsultants.com	512-323-6765
1260174871300	PORTFOLIO CONSULTING, LLC	Pres./Dorothy M. Nichols	dottie@portfolioconsultingllc.com	267-257-8089
1260619171100	LARSON LIBRARY CONSULTING	Principle/Jeanette C. Larson	larsonlibrary@yahoo.com	512-699-4902
1261272642700	COMMON-SENSEINC	Owner/Maribeth Lipscomb	maribeth.lipscomb@common-senseinc.com	214-663-2433
1261290399200	LINDA A. HARDMAN CONSULTING, INC.	Pres./Linda A. Hardman	jhardman@austin.rr.com	512-330-9670
1262520049300	PERKINS CONSULTING	OWNER/JAN E. PERKINS	jperk@austin.rr.com	512-586-7932
1262606738800	TEXAS ENVIRONMENTAL CONSULTING	Tracy L. Herring	therring70@aol.com	512-260-7814
1262651209400	PROVENIR LLC	Brigitta Glick	bglick@provenirusa.com	210-479-3444
1263123026000	LINDSAY CHAMBERLAIN	OWNER/LINDSAY E. CHAMBELAIN	lindsay.e.chamerlain@gmail.com	512-653-0290
1264510633200	GREEN AND SUSTAINABLE SERVICES, LLC	CEO/Charlotte B. Smith	info@grnserv.com	940-597-4497
1270161586100	ECOE SOLUTIONS, LLC	Cromwell,Renee	renee@ecoesolutions.com	281-773-4142
1271003772700	NASON / HARRIS ASSOCIATES	CHERYL NASON	NASONHARRI@AOL.COM	817-461-1267
1271038216400	SIGMA RISK MANAGEMENT CONSULTING, LLC	Noel Orsak	noel@sigmariskmanagement.com	713-515-6635
1271325935100	CG DESIGNS GROUP	Celia Geraldo	cgeraldo@cgdesignsgroup.com	512-663-2809
1271631760200	SM DELIVERED, LLC	Eve Mayer	eve@socialmediadelivered.com	469-248-0616
1271701281400	LUMINARA CONSULTING INC	Rosemary Holly	rosemary.holly@luminaraconsulting.com	512-680-6069

1271860875000	LONE STAR PLANNING, LLC	Owner/Jennifer R Clarke	jclarke@lonestarplanning.com	512-814-7526
1272798227900	EMCARE CONSULTING LLC	Elaine Watson Flanagan	emcareconsultingllc@gmail.com	469-360-3772
1273047173200	VENTURE ALLIANCE GROUP LLC	President / Amy Blakely	amyblakely@ventureall.com	512-617-3200
1273179070000	CULTURAL CONFIDENCE	Anna Katrina Davey	annakatrina@acrosscultures.info	512-922-3530
1273399601600	POWER ELEARNING	President/Ellen Brodsky	ellen@powerelearning.com	512-567-5157
1273674621000	KATALYST COLLABORATIVE GROUP	Kathleen Bethke	kathleen.bethke@yahoo.com	254-913-0644
1311678414400	SANTICOLA & COMPANY	President/Beverly Santicola	santicola@sbcglobal.net	713-840-1380
1320426963600	LINGOTEST LLC	Amanda	amanda@lingotest.com	214-923-4571
1320452139000	AMERICAN ACCENTS, LLC	Kelly Graham	kelly@americanaccents.net	800-570-0179
1342055401900	COMMUNITYSYNC	PRESIDENT/SUZANNE HERSHEY	info@communitysync.com	512-323-0024
1352317159600	GOVERNMENT PROCUREMENT SERVICES	President/Janet Hasty	janet@gpstraining.biz	888-254-7715
1371547851000	M.K. DAILEY SERVICES, INC.	Pres./Margaret K. Dailey	mdailey@daileyelectric.com	979-694-4044
1412216339800	SHORE RESEARCH INCORPORATED	Karin Samii Shore	karin@shoreresearch.net	512-826-2736
1412259727200	EMPLOYOU, LLC	President/Leanne E. King	leanne@seekinghr.com	210-679-4879
1421639690400	DESIGN2TRAIN	V KAREN MILLER	miller@design2train.com	281-543-1692
1450500863200	MEZCLA CORPORATION	CEO & President / Stephanie N. Craft	stephanie@mezclacorp.com	512-636-0330
1451582258400	REBECCA M. BRINDLEY	Rebecca Brindley	rmbrindley@gmail.com	254-760-1022
1451808687200	AKIRA RESOURCES LLC DBA SUMMIT	Linda Pearson	LPearson@summit-train.com	281-412-5565
1452467031300	I AM SAFETY	Lynda J Coker	lynda@iamsafetytx.com	832-715-0375
1452587891500	KHOSH ENTERPRISES	Tooran Khosh	leavemail@yahoo.com	512-795-9897
1452955027000	WALLACE EDUCATION SERVICES	Julie A. Wallace	wallaceeducationservices@gmail.com	361-232-1020
1453007692700	K. M. FRAHM, LLC	Kim Frahm	kmfrahm@gmail.com	361-442-5720
1454211320500	ENGAGE! LEARNING, INC.	Shannon Buerk	shannon@engage2learn.org	214-938-8254
1454710825900	THE SUMMERS CONNECTION INC	Susan Summers	susan@thesummersconnection.com	210-912-8575
1455028320500	DELIBERATE CHANGES LLC	Corinne Chalmers	cchalmers@deliberatechanges.com	281-705-2745
1455566315300	TRAINERS-R-US	Christine Walczyk	cwp@trainers-r-us.com	512-445-5802
1455582645300	CORE COACHING	Catherine Brown	ccbfocus@hotmail.com	916-730-9469
1460772717000	J. DOMBI2 CONSULTING, LLC	CEO/Janice Lembke Dombi	jdombi@jdombi2consulting.com	830-368-5034
1460837850200	QUALITY121, LLC	Rhonda Richardson	info@quality121.com	979-777-1022
1460991920500	THRIVAL SCHOOL LLC	Elizabeth M Frisch	elizabeth@thrivalschool.com	512-481-2123
1462138371100	IMPERA CONSULTING LLC	Owner/Therese Conner	terri@imperaconsulting.com	512-257-0266
1462697621200	DFW HR SERVICES, LLC	Kerrie Pineda	kerrie.pineda@dfwhrservices.com	254-434-8941
1462722301000	EARLY CHILDHOOD SPECIALTIES LLC	Diane Goyette	diane@goyette.info	713-540-7884
1462901283300	PD EXPERTS+, LLC	Jean Haverstick	pdexpertsplus@gmail.com	915-258-9702
1463229271100	DANCO MEDIATION & CONSULTATION, LLC	Connie Daniels	cdaniels1@satx.rr.com	210-254-4341
1463248961400	JSTOOGOOD LLC	Jaime Toogood	jaime@jstoogood.com	719-271-6484
1463320410300	HILWELL	Sandra Wellborn	sandra@hilwell.com	817-845-1251

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1463661071000	ELECTRICAL TRAINING & CONSULTING SERVICE	Keith Henry - General Manager	etcs.keithhenry@yahoo.com	512-922-1792
1464137716400	ECONOMIC VITALITY CORPORATION, LLC	Stacey Ford Osborne	stacey@econvitalitycorp.com	713-456-9429
1464275537600	ILLUSTRATIONS IN EMPLOYMENT	Danyelle L Keenan	danyelle@illustrationsinemployment.com	817-726-4239
1464565593800	INTERSECTION EDUCATION	Kerry Moll	kmoll@me.com	512-589-7731
1470878707300	DREAM CATCHERS, INC.	CEO/LORI SMITHERMAN	lori@itil.us.com	210-647-0707
1471253851200	RECOMM, LLC	Brandi M. Lara	blara@recommhq.com	682-651-5017
1471359971100	AUSTIN TEXAS MEDIATORS LLC	Barbara Ann Allen	info@austintexasmediators.com	512-966-9222
1471761830100	THERAPY CIRCLES PLLC	Elizabeth Furler	bfurler@sbcglobal.net	713-542-8118
1472426709200	FRANCINE GALKO	Francine Galko	f_galko@yahoo.com	512-906-8480
1473347570200	STEVIE DAWN INSPIRES, LLC	Stephanie Blakely	steviedawninspires@gmail.com	682-232-3426
1474050276100	LANGUAGES OF HOUSTON	Tsilina,Elena	elena.tsilina@gmail.com	832-359-4226
1474204485300	CONGER CONSTRUCTION SERVICES,	Richard Conger	conger_mary@yahoo.com	903-695-0078
1474440581300	TRUE NORTH DEVELOPMENT LLC	Shelley Pernot	shelley@truenorthdevelop.com	512-200-4269
1474688139100	LONGHORN SAFETY SOLUTIONS	Melissa Gresham	melissa@longhornsafety.solutions	469-400-5274
1510413671600	CONFLICT CONNECTIONS, INC.	President/Patricia Mae Porter	pmporter@conflictconnections.com	210-880-4440
1593807043800	CRASH DYNAMICS	Owner/Peggy A Lovett	crashdynamicsa@charter.net	682-503-6529
1651165363200	KEYSTONE RESOURCES, INC.	Julie Irvin	julie@keystoneresources.com	713-874-0162
1680587879600	CTK INVESTMENT & TRAINING, LLC	Director/Catherine Agada Aniebonam	ngani1@hotmail.com	214-441-3556
1711014819800	EMPOWERMENT CONCEPTS, LLC	Nancy J. Hadley	nancy.hadley@empconcepts.com	325-374-7927
1731727132200	ENTERA & PARTNERS LLC	DEBORAH J. LEVERETT	DLEVERETT@ENTERAPARTNERS.COM	512-873-8500
1742237532300	RESEARCH ANALYSIS AND MAINTENANCE, INC	Ken Hill	hillk@ramincorp.com	915-592-7047
1742532120900	HICKS & COMPANY, ENVIRONMENTAL/	Pres./Sandra E. Hicks	hicks@hicksenv.com	512-478-0858
1742632901100	ELITE PERSONNEL CONSULTANTS INC	Wendy Chance	wendysc@HRnetConnection.com	512-454-9561
1742646897500	BRIGHTLEAF GROUP, INC.	Jane Scott	jane.scott@brightleafgroup.com	512-795-8900
1742685357200	BETSY HALL BENDER, ATTORNEY AT LAW	BETSY HALL BENDER/OWNER	bhb@swbell.net	512-346-7292
1742691960500	GRISSOM & ASSOCIATES, INC.	PRESIDENT/JOENE GRISSOM	jgrissom1@aol.com	512-346-8082
1742693586600	BARR & BARR COMMUNICATION CONSULTANTS	Owner / NORMA BARR	NORMA@BARR-BARR.COM	512-255-4767
1742699266900	AMERICAN INTERNATIONAL TRANSLATORS	SANDRA CHADA	aitranslators@aol.com	512-892-6244
1742723942500	COOPER CONSULTING COMPANY	Melynda Caudle	melyndacaudle@cooperconsulting.com	512-527-1000
1742751248200	AQENA, INC.	QENA MCCARTY	qmccarty@aqena.com	512-699-1639
1742756644700	DOTT PROFESSIONAL & TECHNICAL SERVICES	CRISTINA FELDOTT	cristina@dottpt.com	512-619-9087
1742765222100	THE MCDONALD CONSULTING GROUP, INC.	CEO/CTO-MARY MCDONALD	info@mcdcg.com	512-280-7175

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1742782963900	STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	kyoshida@spartnerships.com	512-531-3900
1742861021000	OAK HILL TECHNOLOGY INC.	REIGH GROSZ	sharvey@OAKHILLTECH.COM	512-288-0008
1742884915600	TECHNIQUES TECHNICAL WRITING &	President/Teresa H. Peitrowski	thp@techniques-satx.com	830-980-5455
1742931145300	TROSTLE & ASSOCIATES, LTD	CAROL TROSTLE	CAROL@TROSTLE.COM	210-492-1887
1742993830500	GLOBAL TRAIN, INC.	EVELYN BAKER	evelynbaker@global-train.com	512-329-9961
1742994685200	H2O PARTNERS, INC.	PRES./JO ANN HOWARD	jane@h2opartnersusa.com	888-328-4151
1743014097400	PROFOUND KNOWLEDGE PRODUCTS INCORPORATED	Jane Norman	janen@pkpinc.com	512-864-9246
1743233211600	CUTRIGHT COMMUNICATIONS, L.L.C.	President/Judith L. Cutright	cutrightc@aol.com	361-225-1234
1751699736200	CAREER DESIGN ASSOCIATES, INC.	Pres./Helen Harkermna, PhD.	options@career-design.com	972-278-4701
1752082975900	NODUS, INC.	Debra Waggoner	debbie@nodusinc.com	940-627-9163
1752449053300	CHEM CHEK, INC.	Lori Bauske	lbauske@chemchekinc.com	972-918-9300
1752516742900	BEACON TRAINING SERVICES, INC.	President/Diana Stein	diana@beacontraining.com	972-404-0069
1752702336400	L&D INNOVATORS INC	Dorothy Young	dorothy.young@ldinnovators.com	877-275-4349
1752715646100	THE TAF GROUP, L.L.C.	Owner/LETTA R. DAY	lrday@amaonline.com	806-356-0404
1752893984000	A. MILLER CONSULTING SERVICES, INC.	Tina Williams	twilliams@mcs.biz	972-580-0812
1752910732200	MMC GROUP, L.P.	Pamela J Young	pyoung@mmcgrp.com	972-893-0100
1752937908700	ENVIRONMENTAL TRAINERS, INC.	Amanda K. Breitling	amanda@breitlingconsulting.com	817-339-2554
1753094983700	RESOURCE INTEGRATORS LLC	Audra Launey	alauney@resourceintegrators.com	512-425-0975
1760455652600	STETSON AND ASSOCIATES, INC.	Stetson,Francis	pwilliams@stetsonassociates.com	281-440-4220
1760473651600	COMPUTRAIN BUSINESS SOLUTIONS, LTD.	Mark T. Skol	mskol@computrain.com	713-349-9186
1760528392200	SHEA WRITING AND TRAINING SOLUTIONS INC	Shea,Evalyn	info@sheaws.com	832-523-6695
1760531168100	INTEGRITY INTERNATIONAL INC.	Deborah Clifton	dclifton@go-integrity.com	281-955-0707
1760607300900	JILL HICKMAN COMPANIES	Hickman,Jill	jill@jillhickman.com	281-358-8580
1770710996700	FIRECAT STUDIO, LLC	CEO/Susan Price	susan@firecatstudio.com	210-320-2391
1800204726600	PRINCIPAL SOLUTIONS, INC.	Pres./Dr. Margaret Cain	margaretcd@hot.rr.com	254-495-8455
1810817185300	ILLUMINATE VIDEO, LLC	Rachel Bays	rachel@illuminatevideo.com	281-216-3026
1810952859800	FLYING TRUNKS LLC	Erlinda Cortez	cortez.erlinda.l@gmail.com	210-535-4652
1830463606300	VENTANA SOLUTIONS INC.	Judy Abene	judyabenc@ventaniaitsolutions.com	972-919-6168
1900041824400	MEDIA RIDERS, INC.	Erika Mcreaken	emcreaken@mediariders.com	832-533-3313
1900424879500	TEC SOLUTIONS, INC.	Pres./Dede W. Brown	sales@tecsolutions.us	281-391-7747
1900644332900	RESCUE SAFETY PRODUCTS, L.L.C.	Cathy Brown	cbrown@ambulancesimulator.com	800-481-4490
1900778470500	CHARACTEROLOGY COMPASS	Julie Chancler	juliechancler@usa.net	281-813-1614
1912158507900	VIGNON CORPORATION	Kathy Blanck	kathy.blanck@vignon.com	888-415-1556

Class 918, Consulting Services – Item 88: Quality Assurance/Control Consulting

1273048849600	TRAINING SOLUTIONS & ASSOCIATES	Owner/SaWanna Cannon	Trainsolutions234@att.net	210-227-8722
1273280086200	ENTIGIC CONSULTING, LLC.	Owner/Cathy Briggs-Mamele	cat@entigicconsulting.com	210-710-4016
1273985457300	VRJ & ASSOCIATES, LLC	Vanesia R, Johnson	vrjassociates@hotmail.com	832-429-6965
1274394480800	NEW RENEWABLE ENERGY TECHNOLOGIES LLC	Phil Fosso	fossop@asme.org	972-363-3204
1274846067700	JOHNSON ADVANTEDGE INSTITUTE, LLC	Janice M. Johnson	janice.johnson@freembb.com	213-373-3622
1320201600500	TEI PROGRAM/CONSTRUCTION	THOMAS TRAINER	TTRAINER@TEICONSTRUCTION.COM	214-760-1966
1331012892400	EPRO LLC	Robert Whitaker	robert.whitaker1@eprollc.com	409-965-9695
1331153997000	MPACT STRATEGIC CONSULTING LLC	Spurgeon Robinson	srobinson@mpact-consulting.com	713-570-6240
1451622586000	TONI J. ENTERPRISES, LLC	Katrecia A. Johnson	trecie@supergeekit.com	281-409-3679
1453858181100	J MATHEWS LLC	Janet Mathews	jmathews@jefferson-usa.com	281-286-4000
1454811202900	NQ SOLUTIONS INC	Tinuade Osunrinade	tinuade1@gmail.com	281-616-5220
1454964276800	TATES CONTRACTING, LLC	Johnny Tates/President	dcheriseperson@tatescontracting.com	713-722-0577
1460700578300	SAMS CONTRACTING CONSULTING AND TRAINING	Aaron Sams	aaron@samscct.com	210-788-1034
1460798430000	DL CONSTRUCTION LP, LLP.	dlconstruction,lp llp	bids@dlconstructionllp.com	817-999-0379
1460870765000	KMR CONSULTS AND INVESTIGATIONS	Kenneth M. Riley	kriley@thekmrfirm.com	210-681-4474
1461034345200	VESTEDIN AGING CONSULTING GROUP, LLC	Bridget Samuel	bridget@vestedinaging.com	713-568-5045
1461091684400	ADAPTIVE & EFFICIENT DESIGN SERVICES, LL	Tasha McCarter	tmccarter@ae-designservices.com	512-765-5617
1461785725600	GLOBEX INDUSTRIES GROUP, LLC	MICHAEL J. ANDERSSON	MJANDERSSON@GLOBEXINDGROUP.CO	732-470-8841
1462085042100	VANESSA M. JOHNSON, CPA, LLC	Vanessa Johnson	vanessa@vmjohnsoncpa.com	832-390-2639
1462311841200	MSRCE-MATERIALS SCIENCE RESEARCH	JAMES H. HOWARD	JHOWARD5420@YAHOO.COM	915-581-9888
1462480773200	MCNEIL MANAGEMENT AND TECHNICAL	Ira L. McNeil	ira.mcneil@ymail.com	281-381-0813
1462868776700	DG JACKSON, CPA PLLC	Donna Jackson	donna@dgjacksoncpa.com	281-402-6650
1463836072800	707 MANAGMENT LLC	Managing Director/Howard T. Johnson	hojo@70llc.com	281-726-1028

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1464811642500	NIA HOLDINGS LLC	Ijeoma Nwankwo	ijenwankwo@niaholdingsllc.com	972-984-6113
1465687776900	HIVE	Raoul Daniels	consultants.hive@gmail.com	512-584-9707
1471093000000	BREAKTHRU GLOBAL VENTURES LLC	Michael Parrott	michael.parrott@breakthruventures.com	571-438-3310
1472635473200	LISASERVES LLC	Lisa Fritsch	Lisa@lisaserves.com	512-560-0060
1472921170700	CONSTRUCTION DIVERSITY GROUP	Steven N. Hadley II	shadley@cdgroup.us	832-527-6861
1473537578500	THE ALLEN CPA FIRM, PLLC	Robert Allen	robert@theallencpafirm.com	713-489-7575
1510606674700	LACEY NEWDAY CONSULTING, LLC	Principal/Sidney E. Lacey	slacey@LNCHouston.com	713-446-5970
1562578752600	THE SITHE GROUP LLC	Owner/Theodore Sims	thesithegroup@yahoo.com	713-218-0211
1651308543700	MARGIE O. OYEDEPO, CPA	Margie O. Oyedepo	margie@oyedepocpa.com	281-313-1884
1710997729200	CONSULTING SOLUTIONS.NET	MICHAEL BROWN	mbrowncsn@sbcglobal.net	512-502-9990
1721219070000	DKJ GROUP, INC.	PRESIDENT/DARWIN K. JOHNSON	darkay@aol.com	214-334-7493
1742618652800	ROBIN R. SMITH, CPA	ROBIN R. SMITH,CPA	robin@rrsmithcpa.com	512-496-7171
1752443681700	SSP CONSULTING, L.C.	Calvin Stephens	sspc@msn.com	214-220-9098
1752676592400	THOTH SOLUTIONS INC.	Kasey Thomas	thoth@thothsolutions.com	972-332-3478
1752822941600	BUILDING INSPECTION SERVICES INC.	GM/LAURA DURIO-MADDOX	lauradm@bisinspect.com	817-265-4963
1752846765100	ALLIANCE GEOTECHNICAL GROUP, INC.	President/Robert Nance	robertpnance@aggengr.com	972-444-8889
1752857460500	E QUALITY CORPORATION	Mickie Scott	mickie_scott@e-qacorp.com	469-323-6582
1752901786900	EJES, INC.	Edwin Jones	ejones@ejesinc.com	214-343-1210
1753095707900	ALL POINTS INSPECTION SERVICES, INC	ALAYNE J. JOHNSON	austin@apisgroup2.com	512-272-5056
1760130068800	DIVERSIFIED HEALTH CARE SYSTEMS, INC.	Dr. Bettye D. Lewis	diversifiedhcs@sbcglobal.net	713-526-3482
1760366630000	ADVANCETECH SYSTEMS 2 INC	TERRY GOMES	tgomes@advancetechsystems.com	713-777-7878
1760390976700	JAYMARK ENGINEERING CORPORATION	Mark D. Taylor.	mdt@jaymarkengineering.com	281-374-0399
1760401369200	METRO PEST COMPANY, INC.	PRESIDENT / CRYSTALL LEE	metpesco@aol.com	281-440-8114

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1760457613600	BRIAN SMITH CONSTRUCTION INSPECTION, INC	Brian G. Smith	bgsmith.bsci@yahoo.com	713-529-4949
1760488832500	MCCONNELL & JONES LLP	Ira Wayne McConnell	info@mjlm.com	713-968-1600
1760500198500	SWAYZER ENGINEERING, INC.	Michele K. Swayzer	mkswayzer@swayzer.com	713-942-7929
1760616534200	EXCELLERATE PERFORMANCE ADVISORS	Denise Shanklin	dshanklin@excelleratepa.com	512-650-2864
1760694620400	C AND C NET ASSOCIATES, INC	CORNELL JOHNSON	engineering@candcworld.net	713-845-2532
1800319349900	HP EXECUTIVE SOLUTIONS	Dr. Shanta Proctor	shanta.proctor@gmail.com	832-510-4737
1800446986400	DIRECT LINE TO COMPLIANCE, INC.	Monica Brown Adeeko	monica.brown@dl2c.com	713-777-3522
1800453496400	IT SOLUTIONS ON DEMAND LLC	Felix Batchassi	batchassi@iodesolutions.com	512-487-1709
1811868919100	NUEMMAN LLC	Emmanuel Nuvaga	nuvaga_business@hotmail.com	214-499-5652
1861091628200	BRADLINK LLC	Helen L. Callier	helen@bradlinkllc.com	281-361-5809
1861105673200	QUICK RESPONSE SYSTEMS, INC	President/DAVID O ADEYEMO	YINKA@QRSYSTEMS.COM	972-263-9111
1900806369500	EVOSOURCE LLC	Emmitt Walton	info@evosourcenetwork.com	832-449-6784
1203482538500	SOUTH TEXAS HORIZONS LP	Derek Wright	dwright@5pe.com	210-308-8200
1208921426100	NORTH TEXAS HORIZONS LLC	Derek Wright	dwright@5pe.com	972-490-5151
1274272162900	MMT SERVICES INC	Tom Malone	tom@mmtservicesinc.com	281-769-2060
1331022308900	LEETEX CONSTRUCTION, LLC	President/Richard L. Karlos	rkarlos@leetexllc.com	214-360-4700
1454619942400	NOTE CONSULTING INC	Charlsye Lewis	lewisc@noteconsulting.com	817-210-6457
1462350871100	RED SUN INDUSTRIES LLC	Candiance Melton	candiancemelton@outlook.com	214-908-6746
1473710978600	SIMGINEERS LLC	Matthew Snead	Support@Simgineers.com	512-363-7676
1742993828900	RHYAN TECHNOLOGY SERVICES, LLC	Manager - Bill Rhyan	cisv@rhyan.com	512-328-8688
1141944554600	ZCORE BUSINESS SOLUTIONS, INC.	Angeline Nguyen	angelinenguyen@zcorebusiness.com	512-238-8222
1201369396000	MCINTARE & ASSOCIATES, INC.	Savanna McIntare	smcintare@aol.com	817-726-9586
1202989953600	SASTAH SOLUTIONS LLC	Bala Arumugam	bala@sastah.com	512-924-1216

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1203089555600	DURANTASOFT INC.	PRESIDENT/TULASI KOTTA	clientservices@durantasoft.com	512-576-5605
1204155833400	STATEHOUSE GROUP	Owner/MRIDUL RAHMAN	MRIDUL@STATEHOUSEGROUP.COM	512-797-1038
1205835431200	ESOLVIT INC.	Usha Boddapu	usha@esolvit.com	512-350-9564
1205925909800	CHIVAS ENGINEERING & CONSULTING, INC.	CEO/Dr. Vasant C. Ramkumar	vasant@chivascorp.com	512-217-0853
1208914843600	SEORA SOFTWARE SOLUTIONS, INC.	Vikram Parvathaneni	vikram@scub3.com	512-212-0947
1260845157600	TECHNOVISION INCORPORATED	CEO/Santosh S. Joglekar	ssj@technovision-inc.com	512-431-7901
1262046374000	ACTS 29 CONSULTING, LLC	Pres./Matthew K. Short	matt.short@acts29consulting.com	469-222-8489
1262290029300	CA (CARL AHMED) ASSOCIATES	Owner/Sorosh Ahmed	cahmed@gmail.com	214-995-7654
1263872407500	SEILEVEL	Anthony Chen	info@seilevel.com	512-527-9952
1264455394800	FLAGTREE SYSTEMS LLC	President/Gurusamy Palanichamy	palani@flagtree.com	512-692-7797
1270160843700	OPEX SOLUTIONS, INC	Martin D. Nazareth	mnazareth@opexsolutions.org	512-567-9995
1270854296900	LEETEX GROUP, LLC	David Jasso	david@leetexgroup.com	469-206-2610
1271010858500	IWEN INTERNATIONAL, INC.	President/Alice Wen	alice.wen@iweninc.com	832-755-5317
1371557885500	ROYAL TECHNOCRATS INC	Kamraan Ali	kamraan@royaltechnocrats.com	713-776-8300
1412096754300	CIVIL ASSOCIATES, INC.	President/Chi C. Dao	info@civilassociates.com	214-703-5151
1451497306500	HEALTHTEX INTERNATIONAL	John C Joe	jcjoe@healthtexintl.com	713-662-9614
1452046830800	CONVECTUS SOLUTIONS, LLC	Joanne Ung	joanne.ung@convectus.com	214-295-5517
1452444426300	REGIONAL ENGINEERING INC.	Mohammad Naeem/President/CEO	reiaustx@gmail.com	512-507-9355
1454484067200	DYNAMIC INVENTIONS LLC	Ali Zahid	zahid@din.us.com	888-982-8518
1455395432300	INTEGRITY SERVICES	Suja Christodoss	info@cleanwater4.us	817-894-1357
1460750264900	NKM CONSULTING	Noreen Khan-Mayberry	noreenmayberry@gmail.com	713-538-4374
1461348124200	STACHE & ASSOCIATES LLC	Lillie Ritter	lillie.ritter@stacheandassociates.com	713-364-6674
1462313768500	B12 CONSULTING LLC	Neena Biswas	neena@b12consulting.com	972-361-8434

1463066353300	SPARK TEK TECHNOLOGIES LLC	Aparna kona	sparktektechnologies@gmail.com	972-556-1690
1470824626000	SAXON GLOBAL, INC.	Suman Gajavelly	gopi@saxon-global.com	972-550-9346
1471737567000	AUSTIN PUBLIC AND PRIVATE SECTOR	Edward Smith	AustinPPSC@gmail.com	512-401-3259
1471743140800	FIREBRICK CAPITAL LLC	Justin Wong	jwong@firebrickadvisory.com	512-686-6762
1473435951700	ASDL CONSULTING LLC	Anil Levi	anillevi@yahoo.com	512-731-6728
1741950778900	ASSOCIATED TESTING LABORATORIES, INC.	Jasbir Singh	jasbir@associatedtesting.com	713-748-3717
1742101213300	LLEWELYN-DAVIES SAHNI INC	Randhir Sahni	RELSNER@theldnet.com	713-850-1500
1742152819500	AVILES ENGINEERING CORPORATION	Trudy Ortwerth	tortwerth@avilesengineering.com	713-895-7645
1742528009000	HARUTUNIAN ENGINEERING INC	TAKOOHY HARUTUNIAN	ANNE@HEIWORLD.COM	512-454-2788
1742567290800	ENCOTECH ENGINEERING, INC.	Pres./Ali R Khataw	Ali.Khataw@eec-tx.com	512-338-1101
1742863362600	TERRADYNE ENGINEERING AUS INC	Zack Munstermann	zmunstermann@terradyne.com	512-252-1218
1751573816300	TERRA TESTING, LLC	PRESIDENT/DR. AJIT GOVINDAN	ajit.govindan@terra-eng.com	806-793-4767
1752777589800	THREEPDS, INC.	Trisha Mistry	tkana@threepds.com	214-222-3737
1752780873100	CITYON SYSTEMS, INC.	Pres./Preet Kumar	meena@cityonsystems.com	972-519-1673
1752869552500	4 CONSULTING, INC.	Vivek Anand	vivek@4ci-usa.com	972-333-0041
1752965505600	MINDSPHERE TECHNOLOGY GROUP, LLC	Hinson Chan	hinson.chan@mindspheretg.com	214-674-3006
1760549571600	ADVARION INCORPORATED	Trang Lauren Pham	lpham@advarion.com	713-859-8887
1760614439600	AMANI ENGINEERING INCORPORATED	PRESIDENT/ H. PRASAD KOLLURU, P.E.	pkolluru@amaniengineering.com	713-270-5700
1800341303800	SP ENGINEERING, INC.	Shaukat Khan	skhan@spengineering.us	832-867-2522
1900771409000	CIVIL URBAN ASSOCIATES, INC.	Md Mozar Islam	mmi.engineers@cuainc.com	214-380-9180
1261223276400	RJL SOLUTIONEERING	April Rossrucker	arossrucker@abbiegregg.com	480-446-8000
1464918008100	DR. D'S LEVERAGE, LLC	AARON DEWISPELARE	adewisp@gvtc.com	830-981-2357
1465735354700	TARGET POINTE CONSULTING, L.L.C.	Denise Mibly	dmmilby@targetpointeconsulting.com	832-693-8719

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1474524634900	KESPE, LLC	Kenneth E. Seiler	kespe@outlook.com	512-751-8094
1742985884200	BROADDUS & ASSOCIATES, INC.	Owner/James A. Broaddus, Ph.D., P.E.	broaddus@broaddusassociates.com	512-329-8822
1811540691200	COACH USA IT LLC	David T. Robeson Sr.	coachdtrso@gmail.com	504-909-7222
1061779767400	RECRUIT VETERANS	Kimberly Carella	kimberly.carella@recruitveterans.com	512-657-1246
1201752022700	ZANDER ENGINEERING AND CONSULTING, INC.	Pres./Martha Montemayor-Rapier, P E	martha@zander-ec.com	512-779-3459
1203231214700	NILIOR, INC.	DIRECTOR/Juan Miranda	juan.miranda@nilior.com	512-879-1234
1205476566900	SPIRE CONSULTING GROUP, LLC	Anthony Gonzales	anthonyg@spirecg.com	512-637-0845
1208257917300	TOTEM LLC	Jose L. Ceballos	jose@totemstrategies.com	956-337-7058
1261507795000	PEREZ PROJECT CONSULTING, INC.	Gabriel Perez	gperez@ppcprojects.com	210-732-2800
1263333529900	FALCONA MANAGEMENT & TECHNOLOGY, L.L.C	Owner/John Anthony F. Ayala	falcona.management@gmail.com	210-704-1486
1263723625300	A3 SOLUTIONS INCORPORATED	Maria D. Del Valle	lola@a3-inc.com	972-247-4100
1264047786000	JRB ENGINEERING, LLC	Eric Garcia	egarcia@jrbengineering.com	214-678-0022
1264779532200	LCCX, LLC DBA LACKEY DE CARVAJAL CX	Pres./Michael W. Lackey	mwlackey@lc-cx.com	210-705-3735
1270412663500	THERESA MORENO COMMUNICATIONS	Theresa Moreno	theresamoreno@austin.rr.com	512-431-0084
1273545090500	AGAPE GRACE, LLC	Timoteo Garza	timoteo.garza@agapegracellc.com	832-883-0168
1273903325100	E-LAB DATA CONSULTANTS	CEO/Rebecca Duty	rduty@e-labdc.com	832-364-0173
1300204596400	LIVEWARE, INC.	VIVIANA RUBINSTEIN	viviana.rubinstein@liveware.com	512-420-8747
1371474591900	MODA INTERNATIONAL INC.	Dr. Joaquin Paez	joaquin@jpmoda.com	512-306-8221
1412227690100	INTEGRATIVE CONSULTING SOLUTIONS LLC	Jose Tollinchi	jose@iconsultingllc.com	915-309-7429
1432072424900	ARREDONDO, ZEPEDA & BRUNZ, LLC	P/Alfonso P Garza	agarza@azb-engrs.com	214-341-9900
1453307568600	R2M ENGINEERING, LLC	John E. Rantz	jrantz@r2meng.com	806-783-9944
1461226110800	RODRIGUEZ ENGINEERING LABORATORIES LLC	Oscar Rodriguez	rodriguezlab@aol.com	512-251-4454
1461509122100	ASPELL SERVICES INC.	Denise D Aspell	deedee@aspell.com	210-445-8425

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1462532955300	ROSE ENGINEERING & CONSULTING, LLC	Hilario Rosario	larryrosario@roseengineers.com	832-437-8768
1462990285000	FIVE TOES LLC	OMAR A. AVILA	omaravila85@hotmail.com	956-455-0202
1464856943300	CONSTRUCT-ASSURANCE, INC.	Cesar Hernandez	cesar@construct-assurance.com	830-632-6088
1471497845000	VASQUEZ IT CONSULTING, LLC	Derek Vasquez	derek@vasquezit.com	210-685-6892
1472492867700	ARYO ENTERPRISES, L.L.C.	ARNOLD BENAVIDEZ	ab@aryoenterprisesllc.com	210-451-8404
1472982676900	MKD SOLUTIONS LLC	Mario Davila	mdavila@mkdsolutionstx.com	210-701-2375
1473342172200	D&R CONSULTING GROUP	David Gonzalez	david@drcg.co	832-315-5464
1474017602000	GURI DESIGN BUILD L.L.C.	Arturo G Martin	amartin@guri-db.com	254-458-8613
1731724421200	OAG CONSULTING LLC	President/OSCAR A. GONZALEZ	OAGCONSULTINGLLC@ATT.NET	512-565-4135
1742361138700	TERRAZAS AND ASSOCIATES, INC.	Johnnie A Terrazas/President	johnaterrazas@gmail.com	210-833-9493
1742492518200	JASMINE ENGINEERING, INC.	President/Yasaman Jasmine Azima	jasmine@jasmineengineering.com	210-227-3000
1742528044700	DK PARTNERS, P.C.	Steve Kangas	steve@dktxcpa.com	512-258-6637
1742569571900	TEXAS MGT. ASSOCIATES, INC.	Dora Mendoza	dmendoza@t-m-a.com	210-673-8422
1742577213800	SUN CITY ANALYTICAL INCORPORATED	President/LUIS ACUNA	main@scaitc.com	915-533-8840
1742578279800	DYNATEC SCIENTIFIC LABORATORIES, INC.	Pres./RUDOLFO PINA	dynatec@sbcglobal.net	915-849-1322
1742742174200	MIRELES TECHNOLOGIES, INC.	Pres./Martha A. Mireles	mirelestech@live.com	210-557-1456
1742766150300	VARGAS, P.C.	President/Arturo Vargas	avargas@vargascpa.com	915-351-7900
1742766655100	ENCON INTERNATIONAL, INC.	Alex Woelper	encon.admin@enconinternational.com	915-833-3740
1742855985400	CONSTRUCTION & ENVIRONMENTAL	Pres./ALEC FELHABER	alecf@cecienvironmental.com	915-544-1985
1742868098100	ABDELADIM & ASSOCIATES	Owner/RITA ABDELADIM	nadir@abdeladim.com	512-251-9252
1742882434000	WEB-HED TECHNOLOGIES, INC.	Angela Gonzales	Contracts@webheadtech.com	210-354-1661
1742902047600	TKO ADVERTISING, INC.	Raul Garza/President	jim@tkoadvertising.com	512-472-4856
1742912574700	LOPEZ ENGINEERING GROUP, INC.	President/Oscar Lopez	leg-oscar.lopez@sbcglobal.net	956-630-9880

1742948206400	PAVETEX ENGINEERING & TESTING INC	Martha Tahmoressi	MT@PAVETEX.COM	512-894-3040
1742983941200	SAFETY SERVICES INC	CRISTINA HEANEY	CHEANEY@USSAFETYSERVICES.COM	210-687-1604
1743020456400	DATASTREAM TECHNOLOGIES, LLC	President/Betty Aguilar	baguilar@datastreamllc.net	210-892-2331
1743021134600	TECHNOLOGY CONSORTIUM, LLC	Partner/David Palacios	dpalacios@tech-consortium.com	512-417-5780
1752292199200	PARAGON PROJECT RESOURCES, INC.	President/WILLIAM CORREA	marketing@2paragon.com	214-634-7060
1752346001600	THE NELROD COMPANY	NELSON RODRIGUEZ	info@nelrod.com	817-922-9000
1752663630700	CES NETWORK SERVICES, INC.	ENRIQUE H. FLORES	cesnet@cesnetser.com	972-241-3683
1752678341400	SDS ARCHITECTURE	PRESIDENT/SERGIO DE LOS SANTOS	SDELOSSANTOS@SDSARCHITECTURE.(	972-620-3914
1752726320000	R2 TECHNOLOGIES INC.	Carrie Martinez	rick@r2now.com	214-382-3992
1752817126100	FRANK X SPENCER & ASSOCIATES, INC.	President / Rebecca T. Spencer	bts@fxsa.com	915-533-4600
1752918306700	CARCON INDUSTRIES & CONSTRUCTION, LLC	DIANA MUNOZ	dmunoz@carconindustries.com	214-352-8515
1752947986100	D & M EDWARDS INC. DBA DAN MAR CO	Paul D Edwards	danmarco1@msn.com	817-822-5767
1753138305100	STL ENGINEERS	Jay Canafax	jcanafax@stlengineers.com	214-630-3800
1760334693700	FERKAM MANAGEMENT CORPORATION	Fernando Yepez	FFYEPEZ@HOTMAIL.COM	281-446-4371
1760461926600	G & A OUTSORCING, INC	CEO/ANTONIO GRIJALVA	dvasquez@gnapartners.com	713-784-1181
1760588583300	CHICA & ASSOCIATES, INC.	Teri Wallace	twallace@chicaandassociates.com	409-833-4343
1760590821300	ATSER, L.P.	CEO/D. Fred Martinez	dfm@atser.com	281-999-9961
1760670823200	WELD SPEC, INC	Patricia Lynn Hardy	trisha.hardy@weldspecinc.com	409-751-6700
1800117812000	PMG PROJECT MANAGEMENT GROUP, LLC	Vladimir Naranjo	vladimirnaranjo@pmgunited.com	713-880-2626
1810554322900	R. MENDOZA & COMPANY, P.C.	Mging Shareholder/Rosie Mendoza	rosiem@rmendozacpa.com	512-708-1690
1811268562500	KBPI, LLC	Owner/Gerard A. Berlanga	gerard_berlanga@yahoo.com	254-217-3160
1943442384400	ADRIANA BUFORD CPA, LLC	Adriana Buford	abuford@bufordcpa.com	512-826-0626
1010782456600	GOGO CREATIVE	Owner - Lisa Gardner	lisamac@gogocreative.com	512-480-0881

1043772864400	BOARDWALK ENTERPRISES, LLC	President/JODY NICHOLAS	JODY@BOARDWALKLLC.COM	703-675-2959
1113745643700	CREATIVE TRAINERS AND CONSULTANTS	JUDY CARNAHAN-WEBB	JUDY@JUDYCARNAHANWEBB.COM	281-493-4787
1134280998200	TEXAS TECHNOLOGY CONSULTING	CEO/Kate Connolly	kconnolly@txtcgroup.com	512-288-5300
1141843448300	MEDINA CONSULTING COMPANY, INC.	Pres./Katherine M. McGookey	kmcgookey@medinacci.com	210-694-4545
1161633203400	DEVOX PROJECT MANAGEMENT GROUP, LLC	Laura L. Russell	LLRussell@devoxpmg.com	469-422-0777
1200435792200	THE CHADWELL GROUP, LP	Cindy L. Chadwell	info@rooftechnical.com	817-496-4631
1200785549200	FOUR STAR ENVIRONMENTAL, INC.	Robin Mann, P.G.	robin.mann@fourstarenv.com	281-578-3003
1201357471500	EGS RESEARCH & CONSULTING	ESTER SMITH	egs@prismnet.com	512-467-8807
1201368188200	JAKECO CONSTRUCTION, INC.	Nicole	jacoinc@aol.com	210-745-1302
1201401275600	BERKSHIRE HATHAWAY HOMESERVICES TEXAS	MEMBER/CEO/DANA L. JENKINS	dede.jenkins@prudentialtexasrealty.com	512-483-6000
1202043935700	KNUDSON, LP	Owner/Patricia Knudson Joiner	ajurek@knudsonlp.com	713-463-8200
1202602386600	ACCESS BY DESIGN, INC.	PRESIDENT / KIMBERLY GOSS	kgoss@abyd.com	214-348-7758
1202994945500	BOWMAN ENGINEERING & CONSULTING, INC.	President/Shauna E. Bowman	shauna@bowmanengineers.com	214-303-1744
1203118627800	CAPAWARE, INC.	Pres./Eva Esparza	eesparza@capaware.com	512-323-9647
1203155877300	LRJ RESEARCH & CONSULTING	Owner/LAUREN JAHNKE	lauren@lrjconsulting.com	512-899-8844
1204784733500	FACE TO FACE INTEGRATED TECHNOLOGIES	President / Mary Iannone	maryi@facetofaceit.com	512-267-1242
1205616525600	HT STAFFING SOLUTIONS, LLC DBA	Carolyn Burgess	bids@thehtgroup.com	409-883-0384
1205872064500	DRASH CONTRACTING COMPANY LLC	President/Jill M. Drash	jdrash@drashcontracting.com	210-340-5004
1208199685700	CTS CONSOLIDATED TELECOM SERVICES LLC	Pam Faver	pfaver@ccc411.com	512-279-5950
1208602938100	CJ CONSULTING	Carol S. Gibbons	carol@cjconsultinghelp.com	210-912-8395
1260247721300	VERITY SERVICES LLC	CEO / Darla Walker	darla@GOVERITY.COM	800-526-9819
1260416242500	RESSEL & ASSOCIATES, LLC	Betty Ressel/Managing Member	betty.ressel@swbell.net	512-497-7931
1260781342000	ECL2 CONSULTING SERVICES, LLC	Lori J. Ernst	loriw@ECL2.com	469-828-5006

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1262370830700	ANA RESOURCE SOLUTIONS	Owner/Ana M. Cruz	anna-cruz1@sbcglobal.net	817-944-4809
1263308924300	FIREFLY CONSULTING LLC	Kimberly Watson-Hemphill	kimberly@firefly-consulting.com	800-381-2354
1263777242200	DARBY CONSULTING, LLC	Shelia Darby	sheliadarby@darbyconsulting.com	832-516-6072
1263971508000	PANTHEON ENGINEERING, LLC	Logan Palmenberg	logan.palmenberg@pantheoneng.com	832-978-0614
1264518758900	SHIELD ENGINEERING GROUP, PLLC	CEO/JEAN-MARIE ALEXANDER	info@segpllc.com	817-810-0696
1270161586100	ECOE SOLUTIONS, LLC	Cromwell,Renee	renee@ecoesolutions.com	281-773-4142
1270228767800	THE BONNER GROUP	Owner Principal/Margaret G. Bonner	margaret@thebonnergroup.com	214-559-2612
1271616643900	TERRA RIGHT OF WAY SERVICES LLC	Janith Marsell/Owner	janmarsell@att.net	817-713-3513
1271701281400	LUMINARA CONSULTING INC	Rosemary Holly	rosemary.holly@luminaraconsulting.com	512-680-6069
1272443803600	CATALYST ADVISORS, LLC	Colleen Contreras	colleen.contreras@cadvisorsllc.com	301-529-2940
1272798227900	EMCARE CONSULTING LLC	Elaine Watson Flanagan	emcareconsultingllc@gmail.com	469-360-3772
1274483079000	SYNERGY INSPECTIONS & TESTING, INC.	Julie A Lester	jlester@synergyinspections.com	817-733-7648
1320166239500	COST ESTIMATE RESOURCES, LLC	Owner/Penny R. Garner	prgarner@costestresources.com	210-651-1133
1331039426000	C & T INFORMATION TECHNOLOGY,	PRES.SHANNON CONWAY-GRICE	sales@candttech.com	512-610-0040
1364480784700	OMEGA POINT INTERNATIONAL, INC.	Stephanie Nestlerode	snestlerode@omegapoint.net	512-925-1360
1452467031300	I AM SAFETY	Lynda J Coker	lynda@iamsafetytx.com	832-715-0375
1452777845100	ALERO SOFT, LLC	David Mortellaro	david@alerosoft.com	512-773-5590
1453710445800	MANAGED GOVERNANCE LLC	barbara N. Priesnitz	bpriesnitz@managedgovernance.com	512-786-6497
1453756258000	QUALITY PRINCIPLES	Anita McReynolds-Lidbury	anita@quality-principles.com	972-679-4186
1454613582400	INTELLIGENT SYSTEM SUPPORT, LLC	Amy Ballinger	amy@intelligentsystemsupport.com	512-820-6650
1460675976000	POWER CONSULTING AND SEARCH LLC	Melinda Le-Compte	melinda@powerconsultingandsearch.com	512-763-4672
1462138371100	IMPERA CONSULTING LLC	Owner/Therese Conner	terri@imperaconsulting.com	512-257-0266
1462262772800	LYNCH LAW FIRM, PLLC	Natalie Lynch	nlynch@lynchlf.com	512-298-2346

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1465033641600	C-THRU SOLUTIONS	Susan Lynn	susan.lynn@c-thrusolutions.com	512-333-1480
1471291272500	NEED QA INC.	Jonette James	jonette@needqa.com	512-387-0780
1471347877500	MILLBURY GROUP LLC	Carleta A Miller	CAMTX1@wildblue.net	830-612-2293
1471354523500	A&E HOUSING ENTERPRISES, LLC	Judith Paciocco	judypaciocco@gmail.com	512-587-5839
1471777930100	ELEMENTAL TEXT LLC	Heather Stettler	hstettler@elementaltext.com	512-662-1125
1474688139100	LONGHORN SAFETY SOLUTIONS	Melissa Gresham	melissa@longhornsafety.solutions	469-400-5274
1475175022600	ABSOLUTE FACILITY SOLUTIONS, LLC	Patrick Lynass	plynass@absolute-fs.com	800-527-4135
1510458047500	HEALTH FACILITY SOLUTIONS COMPANY	Mike Podojil	mike@hfscompany.com	210-881-9714
1510552206200	CARIDAS CONSULTING GROUP	Evangeline Caridas	ecaridas@flowmanagement.net	713-629-5692
1611669791900	CHK ENTERPRISES, LLC	Edwina Carrington	edwina.carrington@reznickgroup.com	512-797-4493
1721093774800	SAURAGE RESEARCH, INC.	Pres./SUSAN SAURAGE-ALTENLOH	ssaurage@saurageresearch.com	713-526-2415
1721352192900	INCONTROL TECHNOLOGIES, INC.	Angela Marcon	amarcon@incontroltech.com	281-580-8892
1731727132200	ENTERA & PARTNERS LLC	DEBORAH J. LEVERETT	DLEVERETT@ENTERAPARTNERS.COM	512-873-8500
1742589383500	MEDICAL AUDIT CONSULTANTS, INC.	Elaine Munoz medaudit@s	MEDAUDIT@SBCGLOBAL.NET	210-494-1167
1742595073400	TITUS ELECTRICAL CONTRACTING, LP	Shelly K. Runyan	marketing@teamtitus.com	512-339-1111
1742646897500	BRIGHTLEAF GROUP, INC.	Jane Scott	jane.scott@brightleafgroup.com	512-795-8900
1742715594400	GREINER CONSULTING	LEIGH GREINER	GreinerCon@aol.com	512-892-6907
1742723942500	COOPER CONSULTING COMPANY	Melynda Caudle	melyndacaudle@cooperconsulting.com	512-527-1000
1742749884900	BLAKEMAN AND ASSOCIATES	Pres/Linda Valigura Williams	linda@blakemanandassociates.com	936-582-2900
1742756644700	DOTT PROFESSIONAL & TECHNICAL SERVICES	CRISTINA FELDOTT	cristina@dottpt.com	512-619-9087
1742765222100	THE MCDONALD CONSULTING GROUP, INC.	CEO/CTO-MARY MCDONALD	info@mcdcg.com	512-280-7175
1742767910900	IPSO FACTO CONSULTING, INC.	President/Gretchen Singh	INFO@IPSOFACTO.COM	512-372-9880
1742851432100	ALLIANCE-TEXAS ENGINEERING CO.	CEO/GAYLE HEATH	gheath@emailatg.com	512-821-2081

1742861021000	OAK HILL TECHNOLOGY INC.	REIGH GROSZ	sharvey@OAKHILLTECH.COM	512-288-0008
1742891838100	HIRE PRODUCTIVITY, INC.	Pres./Karen S Hoffman	karen@hirepros.com	512-342-0055
1742935675500	TPMG	SHANNON BRIGGS	shannon@tpmgov.com	512-680-8708
1742937448500	AVAIL SOLUTIONS, INC.	Pres./JANIE HARWOOD	jharwood@availsolutionsinc.com	361-808-7901
1742966965200	MARTHA FERRERO JUCH P E INC	MARTHA JUCH		512-310-2700
1742984561700	QA CONSULTING, INC.	President, Anne Wilson	awilson@qaconsutlinginc.com	512-328-9404
1742992728200	AVERY ENVIRONMENTAL SERVICES, INC.	CEO/Jeff Jumonville	jj@averyenvironmental.com	512-658-8685
1743002392300	E W CONSULTING, INC	Kathleen Costello	kmcostello@ewtexas.com	512-467-2922
1743012825001	MORNINGSIDE RESEARCH AND CONSULTING, INC	President / Shari Holland	sholland@morningsideresearch.com	512-302-4413
1743014097400	PROFOUND KNOWLEDGE PRODUCTS INCORPORATED	Jane Norman	janen@pkpinc.com	512-864-9246
1743018553200	AUSTIN TEST, INC. DBA BRIDGE 360	CEO/Brenda Hall	brenda_hall@bridge360.com	512-837-8798
1743024945200	TEAM INTEGRATED ENGINEERING, INC	Michele Williams	mwilliams@team-ie.com	210-341-4316
1751533409600	PURDY-MCGUIRE INCORPORATED	CEO/CFODIANNE FLETCHER	dfletcher@purdy-mcguire.com	972-239-5357
1752313351400	ARNOLD AND ASSOCIATES, INC.	President/Wendy L. Kelleher	wkelleher@elarnoldandassociates.com	972-991-1144
1752367733800	SYSTEMWARE PROFESSIONAL SERVICES, INC.	Todd Hunter	todd.hunter@systemwareps.com	972-239-0200
1752425449100	USA CONSULTING, INC.	Jessica Hartley	jhartley@usaci.com	972-673-0333
1752435999300	CREDIT SYSTEMS INTERNATIONAL, INC.	Darlene Mead	darlene@creditsystemsintl.com	817-496-6800
1752437793800	ANALYTICAL FOOD LABORATORIES, INC.	President/REBECCA PFUNDHELLER	becky@afltexas.com	972-336-0336
1752653115100	CURTIS GROUP ARCHITECTURE, LLC	Gloria Curtis/Manager	knickels@curtisgrouparchitects.com	214-378-9810
1752938872400	STEEL INSPECTORS OF TEXAS, INC.	Tiphony Hulsey	tiphony@steelinspectorsoftexas.com	817-246-8096
1752944186100	GLOBE ENGINEERS, INC.	FAY SAREMI/PRESIDENT	fsaremi@globeengineers.com	972-713-3030
1752946718900	UNIMED DIRECT, LLC	CEO/Lisa Hannusch	lhannusch@unimeddirect.com	972-931-5100
1752964598200	BIZPHYX, INC.	Sue Clancy	sclancy@bizphyx.com	972-429-5560

Class 918, Consulting Services – Item 88: Quality Assurance/Control Consulting

1753173070700	FUTURE LINK TECHNOLOGIES, INC.	Latrice Hertzler	lhertzler@future-link.biz	512-443-4100
1753233037400	EKHP CONSULTING LLC	VP/Bill Peek	bill@ekhpconsulting.com	512-925-4541
1760104004500	LESLEY & ASSOCIATES, INC.	Patsy A. Lesley	ssteward@lesley.net	713-850-9240
1760195922800	EASTEX ENVIRONMENTAL LABORATORY, INC.	Pam P. Hickman	phickman@eastex.net	936-653-3249
1760295547200	SUNLAND GROUP, INC.	Pres./CARLA THOMPSON	cthompson@sunlandgrp.com	512-590-7951
1760344856800	DAWSON CONSULTING GROUP, INC.	Dawson,Sheryl	sdawson@dawsonconsultinggroup.com	281-451-4244
1760557694500	PALMER CONSULTING INC.	Palmer,Susan W.	palmerconsulting@yahoo.com	713-230-9774
1760621104700	INTELLIQUEST BUSINESS CONSULTANTS, INC.	CEO/Teresa M. Steeg	intelliquestbusiness@yahoo.com	281-876-7333
1800215409600	THERESA BARNETT, CPA	Theresa Barnett	tbareteno1@gmail.com	214-772-5458
1800215409601	BARNETT ARETE CONSULTING	Theresa Barnett, Owner	tbareteno1@gmail.com	214-772-2548
1800591155900	BACK OFFICE FOR SOCIAL SERVICES, INC.	CEO/Jennifer Golden	jlgolden@boss-inc.biz	512-551-0491
1811899375900	NATALIE E. LEWIS, LEED AP	Natalie Lewis	natalie.lewis.leedap@gmail.com	713-398-3832
1911472534400	DYNAMIC COMPUTING SERVICES CORP.	Jennifer Young	jy@dcshq.com	512-493-9703
1943469145700	SIGNATURE SOLUTIONS LLC	Brigitte Burks	bburks@ssifirst.com	972-670-3482
1954872848400	GOALMINDS, INC.	President/Jo Condrill	jocondrill@sbcglobal.net	210-595-1340

Class 948, Health Related Services – Item 26: Cytology Screening Services

Vendor ID	Company Name	Contact Person	Email	Phone
1205844510200	CAREPOINT HEALTH INC.	FELIX AKOMPI	felix@carepointhealth.com	713-771-7990
1043814808100	CONSOLIDATED ENTITIES LLC	Mging Broker/ABAYOMI A. OWOLABI	realty@cosolent.com	281-265-2457
1742679094900	UNIQUEST INTERNATIONAL INC	Sandra Romero Thompson	srt@texfleet.com	512-930-9720
1264521758400	PRO HEALTH STAFFING	Ginger DeLance	ginger@pro-healthstaffing.com	713-353-8836
1742782963900	STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	kyoshida@spartnerships.com	512-531-3900

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Vendor ID	Company Name	Contact Person	Email	Phone
1161495125600	PARADIGM INT'L	Joyce Green	paradigm3@aol.com	469-323-1522
1161776106600	ANOINTED CARING HOMES, INC.	Nicole Wilson	nwilson@anointedcaringhomes.com	281-861-6500
1161781450100	HARRLAND GLOBAL SUPPLY COMPANY	Marylyn Harris	sales@harrland.com	713-594-0179
1203332363000	SIERCAM HEALTHCARE SERVICES LLC	Administrator/Charlz T. Bisong	bisongct@sbcglobal.net	281-232-9990
1205844510200	CAREPOINT HEALTH INC.	FELIX AKOMPI	felix@carepointhealth.com	713-771-7990
1260632667100	CAROLYN JOYCE BARKSDALE, INC.	Victor Quiroga	vq@cjbinc.net	210-819-5834
1260842614900	CARE COMMITTERS HEALTH SERVICES, INC.	John Dubor	carecommitters@yahoo.com	281-239-2403
1261158203700	MENTAL WELLNESS SERVICES, P.C.	Pres./Rossell L. Jenkins	drrjenkins@earthlink.net	281-447-9355
1262630132400	STERLING PHYSICAL THERAPY &	President & CEO/Sterling L. Carter	sterling@sterlingtherapy.com	281-240-3140
1262778112800	FAMILY RESTORATION AND ECONOMIC	OWNER/ROBIN HARRISON	wininwellness@yahoo.com	281-836-2614
1262827921300	ROSARY HOME HEALTH, INC	Rosaline I Igbokwe	rosaryhh@yahoo.com	281-600-1600
1263806893700	A HUG AWAY, INC.	Marisa Frazier	ahugawayhealthcare@yahoo.com	281-594-6837
1272092752900	HEALTH4U CLINICS, LP	Limited Partner/April Tolbert	atolbert@health4uclinic.com	817-759-2273
1272835233200	PURPLE ROSE CARE SERVICES, LLC	JOSEPH JOHNSON	purplerosecare@gmail.com	214-699-9607
1273419046000	WEST MANAGEMENT & PROFESSIONAL STAFFING	Janice M Ellison	jequeensjequeens@yahoo.com	210-260-6305
1273694748700	INFOCUS HEALTH, LLC	InFocus Health, LLC	infocushealth1@gmail.com	832-398-4119
1320378235700	INTERVENTION AND ASSESSMENT SERVICES	Kimberly Booker	kbooker@assistx.com	817-533-0823
1320383090900	CB GLOBAL SOLUTIONS, LLC	Cynthia D. Beard, RN, BSN, MPA	priorityclc@gmail.com	281-630-7227
1331098480500	THE LEARNING NETWORK, LLC	Laura Price Hayes	lcobb2000@yahoo.com	214-250-9930
1364663592300	RELIABLE COMMUNITY HOME HEALTHCARE SERVI	Joe Sanders	joeesanders65@yahoo.com	832-527-8740
1383649361200	TRINICARE HOME HEALTH INC.	Administrator/Geoffrey Nzelu	trinicare@yahoo.com	972-699-8107
1383919109800	AMAZING HEARTS HOMECARE AND STAFFING LLC	Tosha Moore	toshamoore@amazingheartshas.com	817-385-7111
1421649440200	DONALD L. MOONEY ENTERPRISES, LLC., DBA:	Jennifer Larios Eddy	jlarios@nursesetc.net	210-566-9995
1452158517500	NEUROPSYCHOLOGICAL ASSOCIATES PLLC	SHAWANDA WILLIAMS-ANDERSON, PH.D.	SHWI0899@YAHOO.COM	281-890-7776
1460635850600	SIMTEMA INCORPORATED	Evelyn Jaja	ejaja@zororohealthcare.com	214-407-8158
1460700578300	SAMS CONTRACTING CONSULTING AND TRAINING	Aaron Sams	aaron@samscct.com	210-788-1034
1461022377900	ABILITY CONCEPTS LLC	Ability Concepts LLC	abilityconcepts@ymail.com	214-879-1964
1461804096900	STOVALL SENIOR SOLUTIONS INC.	Brianna Stovall	brianna.stovall@griswoldhomecare.com	972-437-8700
1462165526600	OPTIMAL SUPPLY SERVICES INC	Jacqueline Miller	optimalsupply@sbcglobal.net	713-669-0299
1462516822500	EVOLVE ANTI-AGING AND PREVENTION, PLLC	Jamie Guyden	drguyden@evolveintegrativecare.com	512-920-0440
1463229248900	LMC MED TRANSPORTATION, LLC.	Tracy Beasley	tbeasley@lmcmedicaltransportation.com	800-763-1854
1463952037900	APEX DME LLC	Elwaine Johnson	ekjohnson@apexdme.com	940-498-7737
1464777374700	BRISTOW CASE MANAGEMENT, LLC	Greg Adamson	info@bristowcm.com	713-239-2399
1464922374100	APACHE MEDICAL SUPPLY, LLC	Ruthie Hebert	keithrrk@me.com	713-528-2410
1465381974900	MORNING DEW MASSAGE & WELLNESS, LLC	Sernerick Greer	sgreer@morningdewmassage.com	972-271-4636

Class 948 Health Related Services – Item 48: Health Care Services (Not Otherwise Classified)

1465708490200	GET2TEN CONSULTING, INC.	Anita Starks	anita@get2ten.com	210-928-3900
1471546754500	OLYMPIANEURO, L.L.C.	Kreshon Smith	ksmith@olympiaNeuro.net	713-446-1491
1471679957300	DESTINATION LIFE, LLC	ZEMELDA D. CARR	ZCARR@MYDESTINATIONLIFE.COM	817-473-1312
1472036817500	VISITING IN-HOME HEALTH	Latonia Walker	lwalker@vihhs.com	713-360-4898
1475683894300	TAJ MANAGEMENT, LLC	Varnell Johnson	vjohnson@tajmanagement.us	210-485-6126
1611566736800	SCOTT-HARRIS ASSOCIATES	Owner/Janet L. Scott-Harris	janet@scott-harrisassociates.com	214-828-0229
1611587417000	ANDRESS & ASSOCIATES	Lauri Andress	landress1@gmail.com	713-553-8192
1611717016300	OASIS MEDICAL CENTER	KEITA WARREN	KEITAWARREN@HOTMAIL.COM	832-230-0189
1721425977600	GENTLE TOUCH SERVICES, INC.	DeWanda Harris Trimiar	trimiar@gts3.net	817-289-0160
1743088947100	CPR INSTITUTE INC.	Col. Roosevelt Speed	cprinstituteinc@att.net	972-288-6177
1760540576400	QUALITY DIALYSIS ONE L.P.	CEO/CYNTHIA BARCLAY	cbarclay@qdiinc.com	281-491-4009
1760550936700	GULF COAST COMMUNITY HEALTH	CEO/Kingsley EzE Agbor	gulfcoastcomm@aol.com	281-484-2727
1760574986400	OPTIMAL IN HOME CARE INC.	JACQUELINE MILLER	optimal6992@sbcglobal.net	713-669-0299
1800144330000	HEART TO HEART PROVIDER LLC	Owner & CEO/LaTosha Rider	hearttoheart8@aol.com	214-714-1386
1800531225300	HEALTHCARE SERVICES OF AMERICA	Allan Keeton	akeeton@healthcsa.com	713-771-0081
1800718184700	AJP GROUP, LLC	Albert Price, Jr.	james.price@citovation.com	240-601-5349
1841643762400	LIFE MADE EASY HOME HEALTH LLC	Owner/Priscilla Acha	michael@lmez.com	512-459-5631
1900696267400	HANDS N HARMONY LLC	Owner/Nancy Brewington	nancybrewington@massagetherapy.com	210-566-1168
1900788290500	BRACANE COMPANY	PAMELA NELSON	PJNELSON@BRACANECO.COM	888-568-4271
1900871282000	LOVESHINE HEALTH CARE LLC	Mozelle West	loveshinehealthcareinc2012@gmail.com	281-835-9694
1383646563600	LIFEGATE HEALTHCARE SERVICES INC	STELLA AGBASI	agbasistella@yahoo.com	469-554-5482
1770649411300	CARROLL HEALTH SERVICES LLC	Karif Carroll	kc.carrol@cmgtechservices.com	281-528-6253
1264178007200	RVD ENTERPRISES LLC	David R. Dixon	david@rvdenterprises.com	972-880-5674
1452717921300	KERSH RISK MANAGEMENT LLC DBA KERSH HEAL	Brett James	bjames@kershhealth.com	800-467-3005
1262290029300	CA (CARL AHMED) ASSOCIATES	Owner/Sorosh Ahmed	cahmed@gmail.com	214-995-7654
1742464295100	MICHELE THIET, MD	MICHELE THIET	doctor@thietmd.com	210-616-0862
1760489311900	NORTHWEST NEPHROLOGY ASSOCIATES PA	DR RAMACHANDRA MALYA	RMALYA@GMAIL.COM	713-692-0518
1760612869600	SWAS - SOUTHWEST ANESTHESIA SERVICE	MAREUGENE YI	myi@swas.biz	713-263-8780
1203904526000	PROHEALTH RESOURCES, LTD., LLP	Robin P. Ritchie	rritchie@prohealthresourcesllp.com	832-615-7691
1205949606200	LAND-AIR MEDICAL TRANSPORT, INC	Donald B Egan	don@land-air.net	713-334-4000
1200931354000	ODP MANAGEMENT, LLC	Pres./Jose Rodriguez	dohhs@rgv.rr.com	956-973-9765
1261124525400	4D LABORATORY, INC.	Domenic Enriquez	dom@wellnessandhealthmatters.com	972-613-5793
1264521758400	PRO HEALTH STAFFING	Ginger DeLance	ginger@pro-healthstaffing.com	713-353-8836
1270993664000	ENVIRONMENTAL INTELLIGENCE, LLC	CEO/Frank J Rosello	frank.rosello@goeillc.com	469-285-1054
1342055326800	C & E SPECIALTIES	Owner/Cynthia V Cormier	cynthiacormier@att.net	281-550-1160
1453328565700	PROSPERITUS SOLUTIONS, LIMITED LIABILITY	Kenneth Houston	khouston@prosperitussolutions.com	210-739-3062
1454436922700	ASPIRE THERAPY SERVICES AND CONSULTANTS,	Gilbert Perales	info@aspiretherapyservices.com	210-998-2330
1461106099800	RHC RELIABLE HOME CARE INC.	Rodney R. Gonzales	reliablehomecare1@yahoo.com	281-331-3670
1461198164900	SOUTH TEXAS COUNSELING INC	Jeanette Ballesteros	sotxca@live.com	956-369-7997
1462847295400	EMPIRICAL CARE GROUP, LLC	Charles Johnson	charles@empiricalcare.com	504-228-1691
1465634814200	PRO HEART MEDICAL STAFFING AND	Ashley Pecina Garcia	info@proheartmedicalstaffing.com	361-933-5062

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1465683208700	FOUR STAR HEALTH AND SAFETY, LLC	Charles W. Hebert	drhebert1.tie@txindeval.com	855-944-7827
1471839470400	TRUEXCELLENCEGROUP, LLC	Edilsa Wood	echu@truexcellencestaffing.com	469-729-7717
1550797256800	FIDELITY PARTNERS MEDICAL STAFFING, LLC	Bo DePena	bo.depena@fidelitypartners.org	210-822-4005
1562373077500	HEALING ANGEL HEALTH CARE, INC.	PRES.& ADMIN/HERLINDA G. SALAZAR	HEALINGANGELINC@AOL.COM	956-447-8689
1742604600300	SUNGLO HOME HEALTH SERVICES INC	LINDA SALAZAR	Linda.Salazar@Sunglohhs.com	956-423-6100
1742679094900	UNIQUEST INTERNATIONAL INC	Sandra Romero Thompson	srt@texfleet.com	512-930-9720
1742963430000	INGENESIS, INC.	President/Veronia Edwards	veronica@ingenesis.org	210-366-0033
1752651623600	LUBBOCK ESSENTIAL HOME HEALTH CARE, INC.	Admin./Josie J. Alvarado		806-747-4229
1760339467100	CLINICAL COMMUNICATION CONSULTANTS, INC.	Diana Christiana	dianac@clinicalcom.com	281-275-4242
1760593388000	CLINICAL COMMUNICATIONS, L.P.	Principal/DIANA CHRISTIANA	dianac@clinicalcom.com	281-275-4242
1830420584400	GOOD TYPE, INC.	Blanca Lesmes	blanca@bbimaging.net	844-766-6111
1200356060900	AUDREY MUEHE, PH.D., P.C. & ASSOCIATES	President/Dr. Audrey Muehe	amuehe@mueheandassociates.com	713-628-6500
1203358395100	TONI FALCO DRYSDALE, DIETITIAN	Dietitian/TONI DRYSDALE	TDRYSDALE@PRODIGY.NET	713-818-8671
1204295194200	BILINGUISTICS, INC.	Pres./Ellen Kester	ellen.kester@bilinguistics.com	512-480-9573
1273147863700	KRISTIE ZAMRAZIL	Kristie Zamrazil	kzamrazil@sbcglobal.net	512-322-0333
1331173360700	MOBILE DENTAL MANAGEMENT, LLC	Pegeen Kramer	pegeen.kramer@gmail.com	210-569-2650
1451580591000	DEVOTED WELLNESS LLC	CEO/Angela Hansen	ahansen@devotedwellness.com	817-203-4223
1454048324600	KLARUS HOME CARE LLC.	Brenda Smith	bsmith@klarushomecare.com	817-349-9050
1463514650000	REDDY INNOVATIONS	Cathy Adams	cadams444@gmail.com	281-444-9962
1463965734600	BLUE COLLAR HEALTH	Leisa Dawn Clayton	bluecollarhealth@gmail.com	325-617-5842
1473851223600	METIS GENETICS, LLC	Amanda Elms	amanda.elms@metisgenetics.com	214-616-1851
1474926408200	SERENITY WELLNESS LLC	Meera Hoffman	Meera@SerenityWellnessTX.com	512-991-4584
1475274981300	HOME SPEECH THERAPY, PLLC	Owner/Wanda Kapaun	wkapaun@hotmail.com	361-563-8460
1562453366500	LIFE OUTFITTERS	L. PHOENIX JOHNSON	life_research_now@yahoo.com	361-894-7012
1562494342700	FRESH AIR FILTER SERVICE, INC.	Marcella Murrah	freshair@moment.net	210-872-7957
1650793875700	ELIDIA MANAGEMENT INC.	Elisabeth Bouchard	EBacupuncturist@aol.com	915-238-3540
1742632901100	ELITE PERSONNEL CONSULTANTS INC	Wendy Chance	wendysc@HRnetConnection.com	512-454-9561
1742782963900	STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	kyoshida@spartnerships.com	512-531-3900
1742861021000	OAK HILL TECHNOLOGY INC.	REIGH GROSZ	sharvey@OAKHILLTECH.COM	512-288-0008
1742888960800	TEXAS SAFETY TESTING	Tina Grau	chirotina@yahoo.com	210-545-3903
1742891838100	HIRE PRODUCTIVITY, INC.	Pres./Karen S Hoffman	karen@hirepros.com	512-342-0055
1742902390000	HYPERION BIOTECHNOLOGY, INC.	Janel Callan	bids@hyperionbiotechnology.com	210-493-7452
1742942598000	INNOVATIVE THERAPY, P.C.	CEO/Mary L. Thomas	mt-pt4u@hotmail.com	956-994-1700
1743023725900	INFRAHEALTH, INC.	President/Priyam Sharma	finance@infrahealth.com	512-328-3535
1743170058600	BACON GLOBAL GROUP, LLC	CEO/Sheila Bacon	smbaoeon@sbcglobal.com	214-821-1347
1752040534500	ALPHA SERVICES CORPORATION	Pres./Jane Tapken	jtapken@janikingdfw.com	972-380-0800
1752484580100	COVER-TEK, INC.	Allison Patterson	allison@cover-tek.com	817-329-6900
1752667894500	CARESTAF OF DALLAS, L.P.	VICE PRES/Belinda Tips	belindat@carestaf.us	214-630-8844
1752863159500	SAGEBRUSH SOLUTIONS, L.L.C.	SALLY REAVES	sally.reaves@esagebrush.com	214-273-4302
1760331853000	MOBILE HEALTH TESTING, INC.	CEO./Frank Hawley	arogers@mobilehealthtesting.com	281-485-7030
1760615321500	DISTINGUISHED CARE SERVICES, L.L.C.	PRESIDENT/NANNETTE VALLIS	nannettevallis@charter.net	281-793-2217

Class 948 Health Related Services – Item 48: Health Care Services (Not Otherwise Classified)

1760700127200	ADVANCED HR SOLUTIONS, LTD.	Partner/Sharon A. Mowry	brucem@pulsestaffing.com	713-622-9877
1900757348800	CAREREVIEW, INC.	Leah Clemmons	Leah.Clemmons@Carereview.com	817-652-9800
1383980553100	SEGNIAN BH SERVICES LLC	Anita Ellen Duke	eduke@segnian.com	214-301-2992

Class 948 Health Related Services – Item 55: Medical and Laboratory Services (Non-Physician)

Vendor ID	Company Name	Contact Person	Email	Phone
1043814808100	CONSOLIDATED ENTITIES LLC	Mging Broker/ABAYOMI A. O\	realty@cosolent.com	281-265-2457
1900254738800	NATIONWIDE TESTING SYSTEMS	Lezlie Claire Potts	lezlie@nationwidetestingsys.com	713-869-8378
1841643762400	LIFE MADE EASY HOME HEALTH LLC	Owner/Priscilla Acha	michael@lmez.com	512-459-5631
1760185414800	NURSES NIGHT & DAY, INC.	CEO/GLENA PARKINSON	glena@nn-d.com	713-529-8633
1205766150100	HARBOR ALLIANCE, INC.	PAULINE C. MARTIN	HARBORALLIANCE@SBCGLOI	281-397-8740
1205844510200	CAREPOINT HEALTH INC.	FELIX AKOMPI	felix@carepointhealth.com	713-771-7990
1260632667100	CAROLYN JOYCE BARKSDALE, INC.	Victor Quiroga	vq@cjbinc.net	210-819-5834
1262630132400	STERLING PHYSICAL THERAPY &	President & CEO/Sterling L. C	sterling@sterlingtherapy.com	281-240-3140
1272092752900	HEALTH4U CLINICS, LP	Limited Partner/April Tolbert	atolbert@health4uclinic.com	817-759-2273
1273694748700	INFOCUS HEALTH, LLC	InFocus Health, LLC	infocushealth1@gmail.com	832-398-4119
1320383090900	CB GLOBAL SOLUTIONS, LLC	Cynthia D. Beard, RN, BSN, M	priorityclc@gmail.com	281-630-7227
1421649440200	DONALD L. MOONEY ENTERPRISES, LLC., DBA:	Jennifer Larios Eddy	jlarios@nursesetc.net	210-566-9995
1463229248900	LMC MED TRANSPORTATION, LLC.	Tracy Beasley	tbeasley@lmcmedicaltransportat	800-763-1854
1463952037900	APEX DME LLC	Elwaine Johnson	ekjohnson@apexdme.com	940-498-7737
1471546754500	OLYMPIANEURO, L.L.C.	Kreshon Smith	ksmith@olympiaNeuro.net	713-446-1491
1562593862400	BACK ON TRACK PHYSICAL MEDICINE	BELLA NOBLES	MSBEA72@YAHOO.COM	281-216-4588
1611717016300	OASIS MEDICAL CENTER	KEITA WARREN	KEITAWARREN@HOTMAIL.CO	832-230-0189
1452717921300	KERSH RISK MANAGEMENT LLC DBA KERSH HEAL	Brett James	bjames@kershhealth.com	800-467-3005
1760612869600	SWAS - SOUTHWEST ANESTHESIA SERVICE	MAREUGENE YI	myi@swas.biz	713-263-8780
1752890089100	EASTSIDE CHIROPRACTIC	DAZZLE B.SHRESTHA	drshrestha@aol.com	817-457-4441
1760201231600	SOUTH COUNTY PHYSICAL THERAPY AND	TONYA CULVER	SCPT@ATT.NET	409-722-1485
1752651623600	LUBBOCK ESSENTIAL HOME HEALTH CARE, INC.	Admin./Josie J. Alvarado		806-747-4229
1742963430000	INGENESIS, INC.	President/Veronia Edwards	veronica@ingenesis.org	210-366-0033
1742742174200	MIRELES TECHNOLOGIES, INC.	Pres./Martha A. Mireles	mirelestech@live.com	210-557-1456
1742679094900	UNIQUEST INTERNATIONAL INC	Sandra Romero Thompson	srt@texfleet.com	512-930-9720
1742578279800	DYNATEC SCIENTIFIC LABORATORIES, INC.	Pres./RUDOLFO PINA	dynatec@sbcglobal.net	915-849-1322
1261124525400	4D LABORATORY, INC.	Domenic Enriquez	dom@wellnessandhealthmatters	972-613-5793

Class 948 Health Related Services – Item 55: Medical and Laboratory Services (Non-Physician)

1462681980000	STRATEGY RESOURCE GROUP LLC	Irma L. Ramirez	Leticiaram@srg5.com	972-523-2098
1550797256800	FIDELITY PARTNERS MEDICAL STAFFING, LLC	Bo DePena	bo.depena@fidelitypartners.org	210-822-4005
1010916319500	LABORATORY SUPPORT ON SITE LLC	Anita Chandler	anita@laboratorysos.com	832-910-5874
1900757348800	CAREREVIEW, INC.	Leah Clemmons	Leah.Clemmons@Carereview.co	817-652-9800
1752660147500	PFORYM BUSINESS SOLUTIONS, INC.	Cheryl Benoit	cheryl_benoit@sbcglobal.net	806-781-9797
1752484580100	COVER-TEK, INC.	Allison Patterson	allison@cover-tek.com	817-329-6900
1742902390000	HYPERION BIOTECHNOLOGY, INC.	Janel Callan	bids@hyperionbiotechnology.cor	210-493-7452
1742888960800	TEXAS SAFETY TESTING	Tina Grau	chirotina@yahoo.com	210-545-3903
1742782963900	STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	kyoshida@spartnerships.com	512-531-3900
1208143106100	RICHIE INTERESTS, INC. DBA	President/Dana M. Richie	dana@source1-solutions.com	512-918-3400
1270335043400	FAMILY CARE CLINIC OF PANHANDLE	Holly Jeffreys	hjeffreys@wtamu.edu	806-532-2273
1352303763100	ACCESS COUNSELING GROUP, INC.	CEO/Irene Little	info@accesscounselinggroup.coi	972-423-8727
1451580591000	DEVOTED WELLNESS LLC	CEO/Angela Hansen	ahansen@devotedwellness.com	817-203-4223
1473851223600	METIS GENETICS, LLC	Amanda Elms	amanda.elms@metisgenetics.co	214-616-1851
1650793875700	ELIDIA MANAGEMENT INC.	Elisabeth Bouchard	EBacupuncturist@aol.com	915-238-3540
1742555085600	THE WILSON GROUP	Sec/Wilma Grupe	wgrupe@thewilsongrp.com	361-883-3535

Class 948 Health Related Services – Item 74: Professional Medical Services (Including Physicians, Pharmacists, and All Specialties), (Including Physicians, Pharmacists and all Specialties)

Vendor ID	Company Name	Contact Person	Email	Phone
1043814808100	CONSOLIDATED ENTITIES LLC	Mging Broker/ABAYOMI A. OWOLABI	realty@cosolent.com	281-265-2457
1205844510200	CAREPOINT HEALTH INC.	FELIX AKOMPI	felix@carepointhealth.com	713-771-7990
1260632667100	CAROLYN JOYCE BARKSDALE, INC.	Victor Quiroga	vq@cjbinc.net	210-819-5834
1261213872200	CHAPMAN COUNSELING SERVICES	LICENSED THERAPIST/JESSICA CHAPMAN	Jechapman@sw.rr.com	940-692-6400
1261976868700	PARC ENTERPRISES, INC.	Owner/Sandra Richardson	sandramarquis99@att.net	409-838-5552
1262630132400	STERLING PHYSICAL THERAPY &	President & CEO/Sterling L. Carter	sterling@sterlingtherapy.com	281-240-3140
1262827921300	ROSARY HOME HEALTH, INC	Rosaline I Igbokwe	rosaryhh@yahoo.com	281-600-1600
1272092752900	HEALTH4U CLINICS, LP	Limited Partner/April Tolbert	atolbert@health4uclinic.com	817-759-2273
1320378235700	INTERVENTION AND ASSESSMENT SERVICES	Kimberly Booker	kbooker@assistx.com	817-533-0823
1320383090900	CB GLOBAL SOLUTIONS, LLC	Cynthia D. Beard, RN, BSN, MPA	priorityclc@gmail.com	281-630-7227
1371690389600	IN HOME DENTAL CARE, PLLC	Dr Talya Mintz	talya@inhomedentalcaretexas.com	361-986-0744
1383649361200	TRINICARE HOME HEALTH INC.	Administrator/Geoffrey Nzelu	trinicare@yahoo.com	972-699-8107
1383919109800	AMAZING HEARTS HOMECARE AND STAFFING LLC	Tosha Moore	toshamoore@amazingheartshas.com	817-385-7111
1421649440200	DONALD L. MOONEY ENTERPRISES, LLC., DBA:	Jennifer Larios Eddy	jlarios@nursesetc.net	210-566-9995
1460700578300	SAMS CONTRACTING CONSULTING AND TRAINING	Aaron Sams	aaron@samscct.com	210-788-1034
1460745670500	GREATER EAST CANCER CENTER	Mutombo Kankonde	drkcancerclinic@gmail.com	915-307-3354
1462354190200	STAR LIGHT SPEECH THERAPY SERVICES, LLC	Pres./Eddwado Perkin	eddwado.perkin@yahoo.com	214-893-4398
1462516822500	EVOLVE ANTI-AGING AND PREVENTION, PLLC	Jamie Guyden	drguyden@evolveintegrativecare.com	512-920-0440
1471546754500	OLYMPIANEURO, L.L.C.	Kreshon Smith	ksmith@olympiaNeuro.net	713-446-1491
1471679957300	DESTINATION LIFE, LLC	ZEMELDA D. CARR	ZCARR@MYDESTINATIONLIFE.COM	817-473-1312
1475683894300	TAJ MANAGEMENT, LLC	Varnell Johnson	vjohnson@tajmanagement.us	210-485-6126
1611717016300	OASIS MEDICAL CENTER	KEITA WARREN	KEITAWARREN@HOTMAIL.COM	832-230-0189
1611723717800	HEARING SERVICES OF NORTH TEXAS	Owner/Naikai S. Butler, Au.D.	hearingservicesnorthtx@yahoo.com	469-438-3918
1743088947100	CPR INSTITUTE INC.	Col. Roosevelt Speed	cprinstituteinc@att.net	972-288-6177
1752668586600	ROSA'S FIRST QUALITY HOME	Balinda Antoine	balindaantoine@rosashomehealth.com	817-461-0154
1770649411300	CARROLL HEALTH SERVICES LLC	Karif Carroll	kc.carrol@cmgtechservices.com	281-528-6253
1900788290500	BRACANE COMPANY	PAMELA NELSON	PJNELSON@BRACANECO.COM	888-568-4271
1452717921300	KERSH RISK MANAGEMENT LLC DBA KERSH HEAL	Brett James	bjames@kershhealth.com	800-467-3005
1453671322600	TEXAS MEDICAL CARE, LLC	Faisal Z. Kirmani	f.kirmani@tmchealth.com	281-677-9306
1752890089100	EASTSIDE CHIROPRACTIC	DAZZLE B.SHRESTHA	drshrestha@aol.com	817-457-4441
1760489311900	NORTHWEST NEPHROLOGY ASSOCIATES PA	DR RAMACHANDRA MALYA	RMALYA@GMAIL.COM	713-692-0518

Class 948 Health Related Services – Item 74: Professional Medical Services (Including Physicians, Pharmacists, and All Specialties), (Including Physicians, Pharmacists and all Specialties)

1760554431500	COMPQSOFT, INC.	Madina Shaik	mshaik@compqsoft.com	281-914-4428
1760612869600	SWAS - SOUTHWEST ANESTHESIA SERVICE	MAREUGENE YI	myi@swas.biz	713-263-8780
1760623953500	SOUTHWEST ACUTE MOBILE DIALYSIS, INC.	DR RAMACHANDRA MALYA	RMALYA@GMAIL.COM	832-470-3291
1203904526000	PROHEALTH RESOURCES, LTD., LLP	Robin P. Ritchie	rritchie@prohealthresourcesllp.com	832-615-7691
1460876947800	HIGHGROUND TECHNOLOGIES INC	Ronald E. Zimmerman Jr.	Ron.Zimmerman@HighGroundTech.com	210-858-9573
1261515156500	VESA HEALTH & TECHNOLOGY, INC.	Steven Gallegos	srg@vesahealth.com	210-698-3779
1261732325300	JOHN GARCIA, MD PA	John T. Garcia	jgarciawellness@cableone.net	432-582-3000
1264521758400	PRO HEALTH STAFFING	Ginger DeLance	ginger@pro-healthstaffing.com	713-353-8836
1274474863800	DOC-AID TELEMEDICINE SERVICES	Monica Saenz, MD	msaenz@doc-aid.com	281-712-4722
1453328565700	PROSPERITUS SOLUTIONS, LIMITED LIABILITY	Kenneth Houston	khouston@prosperitussolutions.com	210-739-3062
1454436922700	ASPIRE THERAPY SERVICES AND CONSULTANTS,	Gilbert Perales	info@aspiretherapyservices.com	210-998-2330
1462847295400	EMPIRICAL CARE GROUP, LLC	Charles Johnson	charles@empiricalcare.com	504-228-1691
1550797256800	FIDELITY PARTNERS MEDICAL STAFFING, LLC	Bo DePena	bo.depena@fidelitypartners.org	210-822-4005
1742679094900	UNIQUEST INTERNATIONAL INC	Sandra Romero Thompson	srt@texfleet.com	512-930-9720
1742963430000	INGENESIS, INC.	President/Veronia Edwards	veronica@ingenesis.org	210-366-0033
1742983941200	SAFETY SERVICES INC	CRISTINA HEANEY	CHEANEY@USSAFETYSERVICES.COM	210-687-1604
1752379311900	INJURY MANAGEMENT ORGANIZATION, INC.	Catherine Benavidez	cbenavidez@injurymanagement.com	972-387-8297
1760201231600	SOUTH COUNTY PHYSICAL THERAPY AND	TONYA CULVER	SCPT@ATT.NET	409-722-1485
1830420584400	GOOD TYPE, INC.	Blanca Lesmes	blanca@bbimaging.net	844-766-6111
1200356060900	AUDREY MUEHE, PH.D., P.C. & ASSOCIATES	President/Dr. Audrey Muehe	amuehe@mueheandassociates.com	713-628-6500
1264799729000	RAYL ENTERPRISES, INC.	Cheryl Rayl	Cheryl@Watchdog-Solutions.org	800-972-2054
1270335043400	FAMILY CARE CLINIC OF PANHANDLE	Holly Jeffreys	hjeffreys@wtamu.edu	806-532-2273
1352303763100	ACCESS COUNSELING GROUP, INC.	CEO/Irene Little	info@accesscounselinggroup.com	972-423-8727
1461866314100	DIRECTHIRE.COM LLC	Misty Cauthen	misty@directhire.com	866-388-4564
1471121669800	HIGH POINT CONSULTING, LLC	Kimberly Flasch	KIM.FLASCH@HPOINTC.COM	512-750-8161
1475274981300	HOME SPEECH THERAPY, PLLC	Owner/Wanda Kapaun	wkapaun@hotmail.com	361-563-8460
1522194178200	DAFONTE MEDICAL SERVICES, L.L.C.	Pres./BRANDEE DAFONTE	b_wiseman@att.net	281-498-3566

Class 948 Health Related Services – Item 74: Professional Medical Services (Including Physicians, Pharmacists, and All Specialties), (Including Physicians, Pharmacists and all Specialties)

1742511769800	SHARON L. ROGERS, PHD., A PROFESSIONAL	Theresa Bourassa	sharonrogersphd@stx.rr.com	361-882-9010
1742603729100	CENTRAL TEXAS OSTEOPATHIC MED ASSOC PA	Kelly Maedo	info@bvuc.net	979-764-2882
1742632901100	ELITE PERSONNEL CONSULTANTS INC	Wendy Chance	wendysc@HRnetConnection.com	512-454-9561
1742782963900	STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	kyoshida@spartnerships.com	512-531-3900
1742902390000	HYPERION BIOTECHNOLOGY, INC.	Janel Callan	bids@hyperionbiotechnology.com	210-493-7452
1742942598000	INNOVATIVE THERAPY, P.C.	CEO/Mary L. Thomas	mt-pt4u@hotmail.com	956-994-1700
1752484580100	COVER-TEK, INC.	Allison Patterson	allison@cover-tek.com	817-329-6900
1752894016000	HILLSIDE FAMILY HEALTH CLINIC, P.A.	CATHY L. POWERS	cathy_drsit@hotmail.com	806-373-4010
1760329606600	PHYSICIAN RESOURCES, INC.	President/Jolyn Scheirman	pri@physicianresources.com	713-522-5355
1760413326800	INTER-MEDICAL, INC.	CEO/MARIANNE SZALAY	mszalayimi@aol.com	281-242-2167
1810638219700	THE HANNUSCH GROUP, LLC	President/Lisa Hannusch	lhannusch@unimeddirect.com	972-931-5100
1900757348800	CAREREVIEW, INC.	Leah Clemmons	Leah.Clemmons@Carereview.com	817-652-9800

APPENDIX I: Certifications and Other Required Forms

- Form 1: Child Support Certification (PDF)
- Form 2: Debarment, Suspension, Ineligibility, ... Certification (PDF)
- Form 3: Federal Lobbying Certification (PDF)
- Form 4: Required Certifications (PDF)
- Form 5: Respondent Information and Disclosures (PDF)
- Form 6: Anti-Trust Certification (DOC)
- Form 7: HUB Subcontracting Plan (HSP)
- Form 8: Security and Privacy Initial Inquiry (SPI)

State of Texas
Health & Human Services Commission

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name	Social Security #

III.

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Signature ______________________ **Title** ______________________

Printed Name ______________________ **Date** ______________________

CERTIFICATION

REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.

2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.

4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? .... ☐ Yes ☐ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.

6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.

7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

☐ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded form participation in this contract by any federal department or agency or by the State of Texas.

☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor	Vendor ID No. or Social Security No.	HHSC Contract No. (if applicable)

Printed/Typed Name and Title of Authorized Representative

Signature of Authorize Representative

Date

CERTIFICATION

REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

DEFINITIONS

Covered Contracts/Subcontract.

(1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.

(2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $25,000) under a grant or subgrant.

(3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
   a. Principal investigators.
   b. Providers of audit services required by the HHSC or federal funding source.
   c. Researchers.

Debarment. An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is “debarred”.

Grant. An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

Ineligible. Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person’s eligibility to participate in more than one covered transaction.

Participant. Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

Person. Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

Principal. Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:
   (1) Principal investigators.
   (2) Providers of audit services required by the HHSC or federal funding source.
   (3) Researchers.

Proposal. A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension. An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is “suspended”.

Voluntary exclusion or voluntarily excluded. A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

Covered Awards and Subawards--Contracts, grants, and cooperative agreements over the $100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

Lobbying--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

Limited Use of Appropriated Funds Not Prohibited--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration or products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contact, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

Professional and Technical Services--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

Other Allowable Activities--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

Funds Other Than Federal Appropriations--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

Applicability of Other State and Federal Requirements--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

TERMS OF CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have peen paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? .... ☐ Yes ☐ No

Name of Contractor/Potential Contractor	Vendor ID No. or Social Security No.	HHSC Contract No. (if applicable)

Name of Authorized Representative (type or print)	Title

Signature--Authorize Representative

Date

HHSC RFP No.: ____________________ Respondent Name: _____________________

Required Certifications

Instructions: This form must be submitted as an attachment to the respondent's proposal, and must be signed in ink by an individual who is authorized to bind the respondent.

By submitting a proposal, the respondent agrees and certifies the following.

1. The respondent accepts the RFP terms and conditions, including HHSC's Uniform Contract Terms and Conditions, and other RFP requirements unless specifically noted on the Respondent Information and Disclosure Form. HHSC reserves the right to reject any or all of the respondent's proposed exceptions.

2. The respondent's proposal will remain a firm and binding offer for 240 days from the date the proposal is due.

3. The respondent guarantees that the proposal complies with all RFP requirements, at the costs outlined in the proposal. The respondent further guarantees that the terms specified in the proposal will remain firm and binding through the contract termination date, unless the parties agree to modify such terms in the contract.

4. HHSC will have the right to use, produce and distribute copies of, and disclose all or part of the proposal to HHSC's employees, agents, and contractors and other governmental entities as HHSC deems necessary to complete the procurement process or comply with state or federal laws.

5. Neither the respondent nor any firm, corporation, partnership, or institution represented by the respondent, nor anyone acting for such firm, corporation, partnership or institution has: (1) violated the antitrust laws of the State of Texas under TEX. BUS. & COM. CODE, Chapter 15, or federal antitrust laws, or (2) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process.

6. All prices proposed by the respondent have been arrived at independently. The respondent has not, for the purpose of restricting competition, consulted, communicated with, and/or made any agreements with or inducements to any other respondent relating to:
   - the intention to submit a proposal;
   - the methods or factors used to calculate the prices proposed; or
   - the respondent's proposal.

7. On behalf of itself, any parent or subordinate organization and all proposed subcontractors, the respondent accepts as lawful and binding, without reservation or limitation:
   - the RFP's submission requirements and specifications, including all RFP appendices and addenda, except as noted in the Respondent Information and Disclosure Form;
   - HHSC's procurement rules, procedures, and processes;
   - HHSC's use of the evaluation methodology and process described in RFP Section 5;
   - HHSC's sole, unrestricted right to reject any or all proposals, or parts thereof, submitted in response to the RFP;
   - the substantive, professional, legal, procedural, and technical propriety of the RFP Scope of Work.

8. The respondent generally releases from liability and waives all claims against any party providing information about the respondent at HHSC's request.

9. Prior to assigning any personnel to perform any part of its obligation under the contract, the respondent agrees that it will require its personnel and subcontractor personnel to execute individual confidentiality agreements, which upon execution will become part of the contract.

HHSC RFP No.: ______________________ Respondent Name: ________________________

10. The respondent does not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract, and if applicable, the respondent has identified any potential conflicts of interest in its proposal.

11. The respondent has complied with all State of Texas and federal laws and regulations relating to the hiring of former state employees, and has disclosed all past state employment in its proposal.

12. The respondent has identified all parts of its proposal that it believes are excepted from disclosure under the Texas Public Information Act, and provided an explanation of why it believes the exceptions apply, in the Respondent Information and Disclosure.

13. Under Section 2155.004, Texas Government Code, the respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

14. Under Section 2155.006, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

15. Under Texas Family Code Section 231.006, relating to child support obligations, the respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.

16. The respondent will adhere to, and require its subcontractors to adhere to, Executive Order 13224, “Terrorist Financing – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,” effective September 24, 2004, as amended.

17. Respondent has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.

18. The respondent acknowledges all addenda and amendments to the RFP.

____
Signature

____
Printed Name

____
Title

____
Date

HHSC RFP No.: ________________________
Respondent's Name: ____________________

Respondent Information and Disclosures

Instructions: This form must be submitted as an attachment to the respondent's proposal.

Part 1: General Respondent Information.

1. Organization's Legal Name: ________________________________
2. Doing Business As: ________________________________
3. Physical Address: ________________________________
4. Mailing Address: ________________________________
5. Taxpayer Identification Number: ________________________________
6. Legal Status (check one): ☐ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☐ Sole Proprietorship ☐ Other (specify): ____________________
8. State of Incorporation, If Applicable: ________________________________
9. Name of Parent Entity, If Applicable: ________________________________
10. HUB Status (check one): ☐ State of Texas Certified Entity ☐ Non-HUB Entity

Part 2: Respondent Contact Information.

1. Person Who Will Sign the Contract:	2. Primary Contact for Proposal Questions:
Name: ____________________	Name: ____________________
Title: ____________________	Title: ____________________
Mailing Address: ____________________ ____________________	Mailing Address: ____________________ ____________________
Telephone: ____________________	Telephone: ____________________
Fax: ____________________	Fax: ____________________
E-mail: ____________________	E-mail: ____________________

Part 3: Subcontractor Information. ***Provide the following information for each proposed subcontractor. Attach additional pages if necessary.***

1. Organization's Legal Name: ________________________________
2. Doing Business As: ________________________________
3. Physical Address: ________________________________

HHSC RFP No.: ______________________
Respondent's Name: __________________

4. Mailing Address: ____
5. Taxpayer Identification Number: ______________________________________
6. Legal Status (check one): ☐ For-profit Entity ☐ Non-profit Entity
☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company
☐ Partnership ☐ Limited (Liability) Partnership
☐ Joint Venture ☐ Sole Proprietorship
☐ Other (specify): ______________________________
8. State of Incorporation, If Applicable: ______________________________
9. Name of Parent Entity, If Applicable: ______________________________
10. HUB Status (check one): ☐ State of Texas Certified Entity ☐ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☐ No

Part 4: Former Employees of a State Agency. ***Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.***

1. Name of former state employee: ______________________________
2. Job title at termination of state employment: ______________________________
3. Date of termination of state employment: ______________________________
4. Annual rate of compensation at termination: ______________________________
5. Description of job responsibilities while state employee: ______________________________

6. If the former state employee worked on matters relating to the RFP, describe those matters:

Have you attached additional pages for Part 4? ☐ Yes ☐ No

Part 5: Conflicts of Interest. ***Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.***

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Have you attached additional pages for Part 5? ☐ Yes ☐ No

Part 6: Litigation. ***Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.***

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Have you attached additional pages for Part 6? ☐ Yes ☐ No

Effective: August, 2004
Revision Date: July 15, 2008

HHSC RFP No.: ______________________
Respondent's Name: __________________

Part 7: Exceptions or Reservations to the RFP. ***List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.***

Have you attached additional pages for Part 7? ☐ Yes ☐ No

Part 8: Texas Public Information Act (PIA): ***Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.***

1. Proposal Section: ______________________________
2. PIA Exception*: ______________________________
3. Explanation of Why the Exception Applies: ______________________________

* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☐ No

Form Number: CPP0434 HHSC Contract No. _______________

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION

STATE OF TEXAS

COUNTY OF TRAVIS

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.

____
Authorized signature

____
Name of Contractor/Vendor

____
Date

____
Printed Name of Individual

____
Title of Individual

Rev. 09/15

HUB Subcontracting Plan (HSP)
QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

➤ **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
- ☐ Section 2 c. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a *continuous contract** in place for more than five (5) years *meets or exceeds* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a *continuous contract** in place for more than five (5) years *does not meet or exceed* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - No
- ☐ Section 4 - Affirmation
- ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment, including transportation and delivery), complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
- ☐ Section 3 - Self Performing Justification
- ☐ Section 4 - Affirmation

Continuous Contract*: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Rev. 09/15

HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- ***11.2 percent for heavy construction other than building contracts,***
- ***21.1 percent for all building construction, including general contractors and operative builders' contracts,***
- ***32.9 percent for all special trade construction contracts,***
- ***23.7 percent for professional services contracts,***
- ***26.0 percent for all other services contracts, and***
- ***21.1 percent for commodities contracts.***

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

SECTION-1 RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: ______________________ State of Texas VID #: ______________

Point of Contact: ______________________ Phone #: ______________

E-mail Address: ______________________ Fax #: ______________

b. Is your company a State of Texas certified HUB? ☐ **- Yes** ☐ **- No**

c. Requisition #: ______________________ Bid Open Date: ______________

Enter your company's name here: ______________________ Requisition #: ______________

SECTION-2: RESPONDENT's SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods, services, transportation and delivery will be subcontracted**. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - [illegible], I will be subcontracting portions of the contract. (If [illegible], complete Item b of this SECTION and continue to Item c of this SECTION.)

☐ - [illegible], I will not be subcontracting <u>any</u> portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If [illegible], continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

[illegible]	[illegible]	[illegible]		[illegible]
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract</u>* in place for <u>more than five (5) years</u>.	**Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u>* in place for <u>more than five (5) years</u>.**	[illegible]
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	[illegible]	**%**	**%**	**%**

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/).

c. Check the appropriate box (Yes or No) that indicates whether you will be using **<u>only</u>** Texas certified HUBs to perform **<u>all</u>** of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - [illegible] (If [illegible], continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **<u>each</u>** of the subcontracting opportunities you listed.)

☐ - [illegible] (If [illegible], continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **<u>with Texas certified HUBs</u>** with which you **<u>do not</u>** have a **<u>continuous contract</u>*** in place with for **<u>more than five (5) years</u>**, **<u>meets or exceeds</u>** the HUB goal the contracting agency identified on page 1 in the "**Agency Special Instructions/Additional Requirements**."

☐ - [illegible] (If [illegible], continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **<u>each</u>** of the subcontracting opportunities you listed.)

☐ - [illegible] (If [illegible], continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **<u>each</u>** of the subcontracting opportunities you listed.)

<u>Continuous Contract</u>: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: ______________________________ Requisition #: ______________

[illegible] RESPONDENT's SUBCONTRACTING INTENTIONS [illegible]

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

[illegible]	[illegible]	[illegible]		[illegible]
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	**Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.**	**Percentage of the contract expected to be subcontracted to non-HUBs.**
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
	[illegible]	%	%	%

<u>Continuous Contract</u>*: *Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: ______________________________ Requisition #: ____________

[illegible] SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

[illegible] AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature	Printed Name	Title	Date [illegible]

Reminder:

- If you responded "**Yes**" to **SECTION 2, Items c or d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "[illegible]" [illegible] you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for [illegible] of the subcontracting opportunities you listed in SECTION 2, Item b.

[illegible]

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Enter your company's name here: ______________________________ Requisition #: ______________

IMPORTANT [illegible] If you responded "***Yes***" to **SECTION 2, Items c** or **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for [illegible] of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf

[illegible] SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

[illegible]: _____ [illegible] ______________________________

SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No			
	☐ - Yes ☐ - No			
	☐ - Yes ☐ - No			
	☐ - Yes ☐ - No			
	☐ - Yes ☐ - No			
	☐ - Yes ☐ - No			
	☐ - Yes ☐ - No			
	☐ - Yes ☐ - No			
	☐ - Yes ☐ - No			
	☐ - Yes ☐ - No			
	☐ - Yes ☐ - No			
	☐ - Yes ☐ - No			
	☐ - Yes ☐ - No			
	☐ - Yes ☐ - No			
	☐ - Yes ☐ - No			
	☐ - Yes ☐ - No			
	☐ - Yes ☐ - No			
	☐ - Yes ☐ - No			
	☐ - Yes ☐ - No			
	☐ - Yes ☐ - No			
	☐ - Yes ☐ - No			
	☐ - Yes ☐ - No			
	☐ - Yes ☐ - No			

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

[illegible]

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Enter your company's name here: ______________________	Requisition #: __________

IMPORTANT*:** If you responded "No***" to **SECTION 2, Items c** and **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

[illegible] SUBCONTRACTING OPPORTUNIT[illegible]

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

[illegible]: _____ [illegible] ______________________________

[illegible] MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ **- Yes** (If ***Yes***, continue to SECTION B-4.)

☐ [illegible] (If [illegible] or [illegible], continue to SECTION B-3 and SECTION B-4.)

[illegible] NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items [illegible], [illegible], [illegible] and [illegible], thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		☐ - Yes ☐ - No
		☐ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: ______________________ Requisition #: __________

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ **Description:** ______________________

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

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HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: ____________________ State of Texas VID #: ____________

Point-of-Contact: ____________________ Phone #: ____________

E-mail Address: ____________________ Fax #: ____________

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: ____________________

Point-of-Contact: ____________________ Phone #: ____________

Requisition #: ____________________ Bid Open Date: ____________ (mm/dd/yyyy)

SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than ____________ on ____________ .

Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: ☐ - Not Applicable

4. Bonding/Insurance Requirements: ☐ - Not Applicable

5. Location to review plans/specifications: ☐ - Not Applicable

Form Number: CPP0434

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
ANTI-TRUST CERTIFICATION FORM

INSTRUCTIONS

PURPOSE:

The contractor certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Antitrust violations are activities or practices that are noncompetitive or that attempt to restrain trade or commerce.

PROCEDURES:

This form should be included in the contract package if the anti-trust certification is not part of required certifications included in the contract.

The HHSC Program/Division that originates the request for the new contract is responsible to ensure that this form is included in the contract package forwarded to Administrative Services Development (ASD) for review, approval and execution. The anti-trust certification applies to contracts established with private vendors only.

APPENDIX J: Women At Or Below 200% FPL By County

Women At Or
Below 200 Percent F

Women At or Below 200 % FPL
From Census Small Area Health Insurance Estimates 2013

Health Service Region - 1

COUNTY	Women at or Below 200 % FPL	% by County
ARMSTRONG	266	0.2%
BAILEY	1,696	1.1%
BRISCOE	290	0.2%
CARSON	655	0.4%
CASTRO	1,885	1.2%
CHILDRESS	1,103	0.7%
COCHRAN	709	0.4%
COLLINGSWORTH	662	0.4%
CROSBY	1,414	0.9%
DALLAM	1,564	1.0%
DEAF SMITH	3,028	1.9%
DICKENS	370	0.2%
DONLEY	657	0.4%
FLOYD	1,261	0.8%
GARZA	799	0.5%
GRAY	3,540	2.2%
HALE	7,759	4.9%
HALL	747	0.5%
HANSFORD	872	0.5%
HARTLEY	539	0.3%
HEMPHILL	493	0.3%
HOCKLEY	4,044	2.5%
HUTCHINSON	3,680	2.3%
KING	51	0.0%
LAMB	3,078	1.9%
LIPSCOMB	514	0.3%
LUBBOCK	56,404	35.3%
LYNN	1,077	0.7%
MOORE	4,633	2.9%
MOTLEY	211	0.1%
OCHILTREE	1,687	1.1%
OLDHAM	325	0.2%
PARMER	2,109	1.3%
POTTER	28,121	17.6%
RANDALL	16,350	10.2%
ROBERTS	84	0.1%
SHERMAN	566	0.4%
SWISHER	1,567	1.0%
TERRY	2,692	1.7%
WHEELER	798	0.5%
YOAKUM	1,286	0.8%
HSR 1 Total	**159,586**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL
From Census Small Area Health Insurance Estimates 2013

Health Service Region - 2

COUNTY	Women at or Below 200 % FPL	% by County
ARCHER	1,106	1.1%
BAYLOR	684	0.7%
BROWN	6,945	7.2%
CALLAHAN	2,202	2.3%
CLAY	1,411	1.5%
COLEMAN	1,788	1.9%
COMANCHE	2,697	2.8%
COTTLE	327	0.3%
EASTLAND	3,468	3.6%
FISHER	587	0.6%
FOARD	245	0.3%
HARDEMAN	769	0.8%
HASKELL	975	1.0%
JACK	1,295	1.3%
JONES	2,676	2.8%
KENT	120	0.1%
KNOX	783	0.8%
MITCHELL	1,143	1.2%
MONTAGUE	3,193	3.3%
NOLAN	2,906	3.0%
RUNNELS	1,893	2.0%
SCURRY	2,497	2.6%
SHACKELFORD	537	0.6%
STEPHENS	1,686	1.8%
STONEWALL	233	0.2%
TAYLOR	25,848	26.9%
THROCKMORTON	243	0.3%
WICHITA	22,325	23.2%
WILBARGER	2,570	2.7%
YOUNG	3,070	3.2%
HSR 2 Total	**96,222**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL
From Census Small Area Health Insurance Estimates 2013

Health Service Region - 3

COUNTY	Women at or Below 200 % FPL	% by County
COLLIN	77,422	6.6%
COOKE	6,176	0.5%
DALLAS	523,961	44.4%
DENTON	81,800	6.9%
ELLIS	23,896	2.0%
ERATH	7,946	0.7%
FANNIN	5,547	0.5%
GRAYSON	20,949	1.8%
HOOD	6,598	0.6%
HUNT	16,419	1.4%
JOHNSON	23,783	2.0%
KAUFMAN	16,596	1.4%
NAVARRO	10,411	0.9%
PALO PINTO	5,625	0.5%
PARKER	14,534	1.2%
ROCKWALL	7,745	0.7%
SOMERVELL	1,240	0.1%
TARRANT	320,676	27.2%
WISE	8,565	0.7%
HSR 3 Total	**1,179,889**	**100%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL
From Census Small Area Health Insurance Estimates 2013

Health Service Region - 4

COUNTY	Women at or Below 200 % FPL	% by County
ANDERSON	8,602	4.2%
BOWIE	17,113	8.4%
CAMP	2,800	1.4%
CASS	5,650	2.8%
CHEROKEE	10,647	5.2%
DELTA	972	0.5%
FRANKLIN	1,964	1.0%
GREGG	22,536	11.1%
HARRISON	11,989	5.9%
HENDERSON	14,841	7.3%
HOPKINS	6,946	3.4%
LAMAR	9,866	4.8%
MARION	1,969	1.0%
MORRIS	2,615	1.3%
PANOLA	3,761	1.8%
RAINS	1,861	0.9%
RED RIVER	2,495	1.2%
RUSK	8,611	4.2%
SMITH	38,388	18.8%
TITUS	7,514	3.7%
UPSHUR	6,817	3.3%
VAN ZANDT	8,958	4.4%
WOOD	6,951	3.4%
HSR 4 Total	**203,866**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL
From Census Small Area Health Insurance Estimates 2013

Health Service Region - 5

COUNTY	Women at or Below 200 % FPL	% by County
ANGELINA	18,460	13.1%
HARDIN	7,547	5.3%
HOUSTON	4,227	3.0%
JASPER	6,496	4.6%
JEFFERSON	46,964	33.2%
NACOGDOCHES	13,788	9.8%
NEWTON	2,492	1.8%
ORANGE	13,198	9.3%
POLK	8,089	5.7%
SABINE	1,714	1.2%
SAN AUGUSTINE	1,767	1.3%
SAN JACINTO	4,779	3.4%
SHELBY	5,660	4.0%
TRINITY	2,790	2.0%
TYLER	3,379	2.4%
HSR 5 Total	**141,350**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL
From Census Small Area Health Insurance Estimates 2013

Health Service Region - 6

COUNTY	Women at or Below 200 % FPL	% by County
AUSTIN	4,089	0.4%
BRAZORIA	40,902	3.7%
CHAMBERS	3,923	0.4%
COLORADO	3,460	0.3%
FORT BEND	68,183	6.1%
GALVESTON	43,326	3.9%
HARRIS	836,220	75.2%
LIBERTY	13,512	1.2%
MATAGORDA	6,756	0.6%
MONTGOMERY	64,343	5.8%
WALKER	10,972	1.0%
WALLER	8,138	0.7%
WHARTON	7,548	0.7%
HSR 6 Total	**1,111,372**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL
From Census Small Area Health Insurance Estimates 2013

Health Service Region - 7

COUNTY	Women at or Below 200 % FPL	% by County
BASTROP	13,121	2.5%
BELL	63,113	12.0%
BLANCO	1,456	0.3%
BOSQUE	2,946	0.6%
BRAZOS	44,561	8.5%
BURLESON	2,758	0.5%
BURNET	7,098	1.4%
CALDWELL	7,945	1.5%
CORYELL	14,013	2.7%
FALLS	3,328	0.6%
FAYETTE	3,309	0.6%
FREESTONE	3,066	0.6%
GRIMES	4,314	0.8%
HAMILTON	1,443	0.3%
HAYS	27,590	5.3%
HILL	6,826	1.3%
LAMPASAS	3,428	0.7%
LEE	2,428	0.5%
LEON	2,735	0.5%
LIMESTONE	4,445	0.8%
LLANO	2,736	0.5%
MADISON	50,615	9.7%
MCLENNAN	2,408	0.5%
MILAM	4,562	0.9%
MILLS	874	0.2%
ROBERTSON	3,352	0.6%
SAN SABA	1,106	0.2%
TRAVIS	181,409	34.6%
WASHINGTON	5,173	1.0%
WILLIAMSON	51,645	9.9%
HSR 7 Total	**523,803**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL
From Census Small Area Health Insurance Estimates 2013

Health Service Region - 8

COUNTY	Women at or Below 200 % FPL	% by County
ATASCOSA	9,105	1.8%
BANDERA	2,804	0.6%
BEXAR	346,692	69.3%
CALHOUN	3,991	0.8%
COMAL	13,462	2.7%
DEWITT	3,028	0.6%
DIMMIT	2,579	0.5%
EDWARDS	359	0.1%
FRIO	3,510	0.7%
GILLESPIE	3,233	0.6%
GOLIAD	1,014	0.2%
GONZALES	4,348	0.9%
GUADALUPE	19,872	4.0%
JACKSON	2,231	0.4%
KARNES	2,027	0.4%
KENDALL	3,526	0.7%
KERR	7,748	1.5%
KINNEY	504	0.1%
LA SALLE	1,226	0.2%
LAVACA	2,766	0.6%
MAVERICK	15,928	3.2%
MEDINA	7,513	1.5%
REAL	628	0.1%
UVALDE	6,383	1.3%
VAL VERDE	10,163	2.0%
VICTORIA	16,370	3.3%
WILSON	5,567	1.1%
ZAVALA	3,427	0.7%
HSR 8 Total	**500,004**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau’s 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL
From Census Small Area Health Insurance Estimates 2013

Health Service Region - 9

COUNTY	Women at or Below 200 % FPL	% by County
ANDREWS	2,291	2.3%
BORDEN	66	0.1%
COKE	494	0.5%
CONCHO	447	0.5%
CRANE	644	0.7%
CROCKETT	620	0.6%
DAWSON	2,268	2.3%
ECTOR	27,494	27.8%
GAINES	3,771	3.8%
GLASSCOCK	118	0.1%
HOWARD	5,602	5.7%
IRION	185	0.2%
KIMBLE	791	0.8%
LOVING	16	0.0%
MARTIN	813	0.8%
MASON	688	0.7%
MCCULLOCH	1,627	1.6%
MENARD	405	0.4%
MIDLAND	19,938	20.2%
PECOS	2,388	2.4%
REAGAN	500	0.5%
REEVES	2,238	2.3%
SCHLEICHER	530	0.5%
STERLING	101	0.1%
SUTTON	545	0.6%
TERRELL	144	0.1%
TOM GREEN	20,662	20.9%
UPTON	477	0.5%
WARD	1,737	1.8%
WINKLER	1,185	1.2%
HSR 9	**98,785**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL
From Census Small Area Health Insurance Estimates 2013

Health Service Region - 10

COUNTY	Women at or Below 200 % FPL	% by County
BREWSTER	1,612	0.8%
CULBERSON	536	0.3%
EL PASO	204,281	97.6%
HUDSPETH	882	0.4%
JEFF DAVIS	295	0.1%
PRESIDIO	1,625	0.8%
HSR 10 Total	**209,231**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL
From Census Small Area Health Insurance Estimates 2013

Health Service Region - 11

COUNTY	Women at or Below 200 % FPL	% by County
ARANSAS	4,015	0.7%
BEE	5,575	1.0%
BROOKS	1,736	0.3%
CAMERON	120,451	21.0%
DUVAL	2,245	0.4%
HIDALGO	238,742	41.6%
JIM HOGG	1,172	0.2%
JIM WELLS	8,378	1.5%
KENEDY	100	0.0%
KLEBERG	6,618	1.2%
LIVE OAK	1,464	0.3%
MCMULLEN	49	0.0%
NUECES	68,351	11.9%
REFUGIO	1,149	0.2%
SAN PATRICIO	11,644	2.0%
STARR	18,922	3.3%
WEBB	74,695	13.0%
WILLACY	5,168	0.9%
ZAPATA	3,677	0.6%
HSR 11 Total	**574,151**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau’s 2013 Small Area Health Insurance Estimates (SAHIE) model.

General Instructions for Completing Budget Forms

In preparing the budget, you must budget all costs that your organization will incur in carrying out the Family Planning Program. Instructions for completing the budget template follow:

Only Applicants requesting funding through cost reimbursement contracts need to complete Forms F and F-1 through F-7.

A. Enter the legal name of your organization in the space provided for "Legal Business Name" on the budget summary page. Doing so will populate the budget category detail templates with the organization's name.

B. Complete each budget category detail template. If a primary budget category detail template does not accommodate all items in your budget, use the respective supplemental budget temples at the end of this workbook. The total of each supplemental category detail budget template will automatically populate to the last line of the respective primary budget category template.

C. After you complete each budget category detail template, go to the Budget Summary.

D. Distribute the total amount in column 1 in each budget category manually amoung the various funding sources (columns 2 through 6).

E. Refer to the table below the budget template table to verify that the amounts distributed (Distribution Total) in each budget category equals the "Budget Total" for each respective category. Next, verify that the overall total of all distributions (Distribution Totals) equals the Budget Total.

F. Fill all budget forms out in **WHOLE DOLLARS**.

FORM F: BUDGET SUMMARY (REQUIRED)

Legal Business Name:

Budget Categories	Total Family Planning Program Budget (1)	HHSC Share Categorical & FFS (2)	Patient Co-Pays To Be Collected (3)
A. Personnel	$0		
B. Fringe Benefits	$0		
C. Travel	$0		
D. Equipment	$0		
E. Supplies	$0		
F. Contractual	$0		
G. Other	$0		
H. Total Direct Costs	$0	$0	$0
I. Indirect Costs	$0		
J. Total (Sum of H and I)	$0	$0	$0

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 and 3. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Catetory	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	**Personnel**	**$0**	**$0**	**Fringe Benefits**	**$0**	**$0**
	Travel	**$0**	**$0**	**Equipment**	**$0**	**$0**
	Supplies	**$0**	**$0**	**Contractual**	**$0**	**$0**
	Other	**$0**	**$0**	**Indirect Costs**	**$0**	**$0**

TOTAL FOR:	**Distribution Totals**	**$0**	**Budget Total**	**$0**

FORM F-1: PERSONNEL Budget Category Detail Form

Legal Business Name: 0

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							$0
					SalaryWage Total		$0

FRINGE BENEFITS

Itemize the elements of fringe benefits in the space below:

Fringe Benefit Rate %	
Fringe Benefits Total	$0

Revised: 7/6/2009

FORM F-2: TRAVEL Budget Category Detail Form

Legal Business Name: 0

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location City/State	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					$0

Revised: 7/6/2009

Total for Conference / Workshop Travel $0

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					$0

Total for Other / Local Travel $0

Other / Local Travel Costs: $0 **Conference / Workshop Travel Costs:** $0 **Total Travel Costs:** **$0**

Indicate Policy Used: **Applicant's Travel Policy** ☐ **State of Texas Travel Policy** ☐

Revised: 7/6/2009

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form

Legal Business Name: 0

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				$0

Total Amount Requested for Equipment: **$0**

FORM F-4: SUPPLIES Budget Category Detail Form

Legal Business Name: 0

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.).

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	**Purpose & Justification**	**Total Cost**
	TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for Supplies: **$0**

Revised: 7/6/2009

FORM F-5: CONTRACTUAL Budget Category Detail Form

Legal Business Name: 0

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates $100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						$0

Total Amount Requested for CONTRACTUAL: **$0**

FORM F-6: OTHER Budget Category Detail Form

Legal Business Name: 0

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
	TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for Other: **$0**

FORM F - 7 Indirect Costs

Legal Business Name: 0

Total amount of indirect costs allocable to the project: **Amount:**

Indirect costs are based on (mark the statement that is applicable):

_____ The Applicant's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form F - 7 Indirect)**

RATE:
BASE:

_____ ***Applies only to governmental entities*** . The Applicant's current central service cost rate **or** indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. **Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.**

RATE:
TYPE:
BASE:

_____

GO TO PAGE 2 (below)

Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

SUPPLEMENTAL FORMS INSTRUCTIONS

The budget templates (two per budget category) that follow are intended to supplement cost reimbursement budgets when there are too many items to fit on the primary budget template. Applicants that have utilized all the lines on the primary budget template must use the supplemental templates to list detail information for the respective budget category. For example, after all the lines on the primary budget template for Personnel (tab labled Form F - 1 Personnel) have been used, go to the supplemental template labled "Form F - 1a Personnel Supp” and if all the lines are used on this template, go to the next template labled "Form F - 1b Personnel". The amounts on each supplemental template will automatically total and the total from both templates will automatically be inserted on the last line of the primary budget template.

The supplemental budget templates are:

Form F-1 Personnel Supplemental
Form F-2 Travel Supplemental
Form F-3 Equipment Supplemental
Form F-4 Supplies Supplemental
Form F-5 Contractual Supplemental
Form F-6 Other Supplemental

FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Business Name: 0

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
					SalaryWage Total		$0

FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Business Name: 0

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
					SalaryWage Total		$0

FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Business Name: 0

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0

Total for Conference / Workshop Travel $0

Revised: 7/6/2009

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0

Total for Other / Local Travel $0

Other / Local Travel Costs: $0 **Conference / Workshop Travel Costs:** $0 **Total Travel Costs:** **$0**

FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Business Name: 0

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0

Total for Conference / Workshop Travel $0

Revised: 7/6/2009

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0

Total for Other / Local Travel $0

Other / Local Travel Costs: $0 **Conference / Workshop Travel Costs:** $0 **Total Travel Costs:** **$0**

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form (Supplemental)

Legal Business Name: 0

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0

Total Amount Requested for Equipment: **$0**

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form (Supplemental)

Legal Business Name: 0

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0

Total Amount Requested for Equipment: **$0**

Revised: 7/6/2009

FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Business Name: 0

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.).

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies: **$0**

FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Business Name: 0

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	**Purpose & Justification**	**Total Cost**

Total Amount Requested for Supplies: **$0**

Revised: 7/6/2009

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Business Name: 0

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates $100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0

Total Amount Requested for CONTRACTUAL: $0

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Business Name: 0

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates $100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0

Total Amount Requested for CONTRACTUAL: **$0**

FORM F-6: OTHER Budget Category Detail Form (Supplemental)

Legal Business Name: 0

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other: $0

FORM F-6: OTHER Budget Category Detail Form (Supplemental)

Legal Business Name: 0

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other: **$0**

Revised: 7/6/2009

TEXAS
Health and Human
Services Commission

HEALTH AND HUMAN SERVICES COMMISSION

ADDENDA
To
Open Enrollment
529 - 16 - 0102

For

Family Planning Program

Notice is hereby given to prospective applicants to the above referenced open enrollment that changes have been made to requirements or information in the open enrollment, as noted in the addenda below.

(Note: In the column with the heading "Open Enrollment Reference", the references to "Package" refer to the link, as listed on the Electronic State Business Daily (ESBD) posting of this open enrollment.)

Addendum #2
June 23, 2016

Item	**Open Enrollment Reference**	**Previous**	**Revised Language**
1.	Package 1 (Open Enrollment for Family Planning Program)	Appendix A., Core Family Planning Services, contained the following reimbursement rates for Surgery - Female Genital System: **Procedure Grouping**: Surgery - Female Genital System **Procedure Code**: **Reimbursement Rate:** 58565 442.57 58600 292.70	Reimbursement Rates for Surgery - Female Genital System, reimbursement code 58565 and 58600 have been revised to the following: **Procedure Grouping:** Surgery - Female Genital System **Procedure Code**: **Reimbursement Rate**: 58565 2500.00 58600 2500.00

Addendum #1 June 07, 2016			
Item	**Open Enrollment Reference**	**Previous**	**Revised Language**
1.	Package 1 (Open Enrollment for Family Planning Program)	Subsection 6.2., Unresponsive Applications, contained the following language: **6.2.1.** The Applicant fails to meet major open enrollment specifications, including: A. The Applicant fails to submit the required Application, supporting documentation, or forms by the closing of the open Enrollment period provided in subsection 1.3 of this open enrollment.	Said language has been amended to read as follows: **6.2.1.** The Applicant fails to meet major open enrollment specifications, including: A. The Applicant fails to submit the required Application by the closing of the open enrollment period provided in subsection 1.3 of this open enrollment.

Glenn Hegar
Comptroller of Public Accounts

You are here: Home » Procurement » Tools » **Electronic State Business Daily**

Open Enrollment For Family Planning Program

Open Date: 07/12/16 02:00 PM **Agency Requisition Number:** 529-16-0102

NOTE: You will need to download all of the following files for complete specifications and other required document, including a HUB subcontracting plan(if required).
Help: Right Click to and choose "save file as" or "save target as" to your computer.
-**Package 1** size: 3511189 (in bytes) Type: Specification Format: (ASCII Plain Text)
-**Package 2** size: 281600 (in bytes) Type: Specification Format: (ASCII Plain Text)
-**Package 3** size: 84992 (in bytes) Type: Specification Format: (ASCII Plain Text)

6/23/16: UPDATE: Addendum #2 has been posted in Package 3. 6/7/16: UPDATE: An Addenda Document has been posted to ESBD as Package 3. The State of Texas, by and through the Health and Human Services Commission (HHSC), seeks qualified Applicants to enter into contracts to provide comprehensive Family Planning Program Services, in order to reduce unintended pregnancies, positively affect future pregnancies, and improve health status of women and men in accordance with the specifications contained in this open enrollment.

Agency: HEALTH & HUMAN SERVICES COMMISSION (529)
Open Date: 07/12/16 02:00 PM **Agency Requisition Number:** 529-16-0102
Previous Price Paid: N/A
Deliver Date: 07/01/16
Solicitation type: 14 Days or more for entire solicitation package
NIGP Commodity Code(s):

Class-Item: 918 - 88
Class-Item: 924 - 16
Class-Item: 948 - 26
Class-Item: 948 - 47
Class-Item: 948 - 48
Class-Item: 948 - 55
Class-Item: 948 - 74
Class-Item: 948 - 81
Class-Item: 952 - 42

Contact Information:

Contact Name:	Stefanie Jackson
Email:	stefanie.jackson@hhsc.state.tx.us
Address:	1100 W 49th (MC 2020)
	Austin, TX 78756
Phone:	(512) 406-2468

Upload Date: 2016-05-27 16:35:28.23 Updated date: 2016-06-23 16:54:00.303

Attachment B – Contractor’s Revised Program Forms

Revised - 8-23-2016

Texas Health and Human Services Commission – Family Planning FY17 Open Enrollment

FORM A: FACE PAGE

This form requests basic information about the Applicant and project, including the signature of the authorized representative. The face page must be completed in its entirety.

APPLICANT INFORMATION

1) LEGAL BUSINESS NAME: Legacy Community Health Services, Inc.

2) MAILING Address Information (include mailing address, street, city, county, state and zip code):
P.O. Box 66308, Houston, Harris County, TX 77266-6308

3) PAYEE Name and Mailing Address (if different from above):

4) DUNS Number (9-digit): 187944491

5) Health and Human Service Region: 5/6

6) Federal Tax ID No. (9 digit), **State of Texas Comptroller Vendor ID No.** (14 digit) or **Social Security Number** (9 digit): 76-0009637

The Applicant acknowledges, understands and agrees that the Applicant's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.

7) TYPE OF ENTITY (check all that apply):

- ☐ City
- ☐ County
- ☐ Other Political Subdivision
- ☐ State Agency
- ☐ Indian Tribe
- ☒ Nonprofit Organization*
- ☐ For Profit Organization*
- ☐ HUB Certified
- ☒ Community-Based Organization
- ☐ Minority Organization
- ☐ Faith Based (Nonprofit Org)
- ☐ Individual
- ☒ Federally Qualified Health Centers
- ☐ State Controlled Institution of Higher Learning
- ☐ Hospital
- ☐ Private
- ☐ Other (specify): ______

**If incorporated, provide 10-digit charter number assigned by Secretary of State:* 760009637

8) BUDGET PERIOD: **Start Date:** August 1, 2016 **End Date:** August 31, 2017

9) COUNTIES SERVED BY FAMILY PLANNING PROJECT: (complete Form C:Texas Counties and Regions) Harris and Jefferson

10) PRIMARY PLACE OF SERVICES PROVIDED: Houston and Beaumont

11) TOTAL FUNDING REQUESTED: **$299,207**

Fee for Service: **$149,604** | Categorical: **:$ 149,603**

12) PROJECTED EXPENDITURES **$299,207**

Does Applicant's projected federal expenditures exceed $500,000, or its projected state expenditures exceed $500,000, for Applicant's current fiscal year (excluding amount requested in line 9 above)? **

Yes ☒ No ☐

***Projected expenditures should include anticipated expenditures under all federal grants including "pass through" federal funds from all state agencies, or all anticipated expenditures under state grants, as applicable.*

13) FAMILY PLANNING (FP) PRIMARY CONTACT PERSON
Name: Tina Megdal
Phone: 832-548-5077
Fax: (713) 523 0200
Email: tmegdal@legacycommunityhealth.org

14) FINANCIAL OFFICER
Name: Ben Glisan
Phone: (832) 548-5052
Fax: (713) 523-0200
Email: bglisan@legacycommunityhealth.org

The facts affirmed by me in this proposal are truthful and I warrant the Applicant is in compliance with the assurances and certifications contained in **APPENDIX I: HHSC Assurances and Certifications**. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the Applicant and I (the person signing below) am authorized to represent the Applicant.

15) AUTHORIZED REPRESENTATIVE
Name: Katy Caldwell
Title: Executive Director
Phone: (832) 548-5050
Fax: (713) 523-0200
Email: katyc@legacycommunityhealth.org

16) SIGNATURE OF AUTHORIZED REPRESENTATIVE
Katy Caldwell

17) DATE
8/23/16

Revised - 8-23-2016

Form A-1 -- APPLICATION NARRATIVE

1. Provide the job descriptions (including specific duties) for the following key employees in the space provided:

Job descriptions of all key employees are included herein. These include Quality Assurance/Quality Improvement/ Data Collection Staff personnel (Quality Analyst), Eligibility Staff (Eligibility Specialist), Billing Staff (Billing Specialist) and and clinicians (Physicians and Nurse Practitioner).

2. In the space provided, Applicant must provide a summary of how it will ensure compliance with the Program Requirements contained in Section 2 of this open enrollment:

Legacy's Family Planning Program will provide preventive health, medical, counseling, and educational services that assist low-income Texans to manage their fertility and achieve optimal reproductive and general health. Legacy will provide Family Planning Program services to Patients throughout the entirety of the contract term. Family Planning Program funding will not be used to provide abortion services or pay direct or Indirect Costs (including overhead, rent, phones, and utilities) of abortion procedures. Legacy submits a signed Family Planning Program Certification, which is contained in Form K of this application. Legacy will provide all required core Family Planning Services consistent with Appendix A. Legacy will provide optional services consistent with Appendix B. These include breast and cervical cancer diagnostic services, limited prenatal services, and immunizations. Legacy provides all FDA-approved methods of contraception directly or through referral. Legacy also provides natural family planning methods, basic infertility services, and services to adolescents. Legacy provides limited pharmaceutical services (including contraceptive methods and related medications) to Patients at each of the clinics identified in this application through Class D Pharmacies or collocated Walgreens pharmacies. Legacy's Family Planning Program is will request an exemption to the Class D pharmacy requirement for the Legacy Montrose and Lyons Clinics. Sterilization services, when provided, will be done so in accordance with the requirements and limitations contained in the HHSC Family Planning Program Policy and Procedure Manual contained in Appendix F.

Oversight for Legacy's Family Planning Program is provided by Dr. Ann Barnes, MD/MPH and Dr. Vian Nguyen. Dr. Barnes serves as Legacy's Chief Medical Officer. Dr. Nguyen serves as Legacy's Medical Director of OG/GYN. Both Dr. Barnes and Dr. Nguyen have valid and current medical licenses in the state of Texas. Family Planning Program services will be monitored by Legacy's internal Quality Assurance Department. The Quality Assurance Department is overseen by Legacy's Chief Medical Officer, Dr. Ann Barnes MPH, and managed Legacy's Senior Director of EHRS and Quality Assurance, Chris Hughes, RN. The Chief Medical Officer is a Board Certified physician and a Master of Public Health. The Senior Director of Quality & EHRS is a Registered Nurse (RN) and possesses over 18 years of nursing experience. Legacy's Chief Medical Officer also lead's the agency's Quality Committee. This is a standing committee that maintains statutory responsibility for guiding Quality Assurance Department trajectory. To ensure the highest level of consumer satisfaction and the quality of contractor performance with programmatic and contractual requirements, Legacy's Family Planning program (Fee-for-Service and Cost Reimbursement) will include robust quality assurance and improvement

REVISION #3 - 9-13-16

FORM E: FAMILY PLANNING PROGRAM FUNDING REQUEST & PROPOSED NUMBER OF UNDUPLICATED PATIENTS

Legal Business Name: Legacy Community Health Services, Inc.

Family Planning Program contractors may seek reimbursement for project costs using the following methods:

A. Contractors will be reimbursed using the Fee-For-Service reimbursement method by submitting claims to TMHP for direct clinical care services provided to Patients, which will then be paid by HHSC; and

B. Contractors may seek cost reimbursement for services that enhance the Fee-For-Service services provided to Patients by submitting monthly vouchers for expenses detailed in the categorical budget attached to a contractor's contract.

NOTE: Applicants may request up to 100% of their total funding request to be reimbursed through the Fee-For-Service reimbursement method or Applicants may request a portion of their funding request to be reimbursed on a cost reimbursement basis in addition to the Fee-For-Service reimbursement method. However, the cost reimbursement amount requested may not exceed 50% of Applicant's total proposed funding request and ultimately, its funding award.

Enter the amount of funds requested in the boxes below:

Fee-for-Service Amount	$149,604
Cost Reimbursement Amount	$149,603
Total Amount	$299,207

The number of Unduplicated Patients an Applicant intends to serve through the Family Planning Program will be used to assess, in part, the Applicant's effectiveness in providing the proposed services under the contract resulting from this open enrollment. This number is the estimated total number of Unduplicated Patients to whom the Applicant will provide services at the proposed clinic sites. This total should be an estimate of the number of Unduplicated Patients the Applicant proposes to serve at the Family Planning Program clinic sites included in its application. Use the following average cost per Client OR submit an explanation of the average used by the agency**:** **$285.00**.

Enter the estimated number of Unduplicated Patients to be served during the term of the contract, categorized by State Fiscal Year in the table below.

Period of Time	Proposed Number of Unduplicated Patients
August 1, 2016 – August 31, 2016 -- FY'16	5
September 1, 2016 – August 31, 2017 -- FY'17	1045
Total Number	**1050**

Applicants must provide an explanation/justification if the average cost per Client exceeds the statewide average of $285.

Revised - 8-23-2016

FORM H: FAMILY PLANNING PROGRAM CLINIC SITE READINESS

Legal Business Name: Legacy Community Health Services, Inc.

Clinic Site # 3 of 5

Complete one form for every clinic site that will provide Family Planning Program Services funded through this open enrollment. Please complete the form by marking yes for no for each of the items listed below:

	Yes	No
Is there appropriate signage to identify funded entity?	☒	☐
Is there adequate space for clinical and administrative staff?	☒	☐
Are Family Planning Services provided under the purview of a Medical Director licensed in the state of Texas?	☒	☐
Does the clinic site have at least a Class D pharmacy license (or have applied for license)?	☐	☒
Are the required contraceptives available on-site?	☒	☐
Is there locked storage to protect confidential medical records, medications, and medical supplies?	☒	☐
Is there proper disposal for medical waste?	☒	☐
Is there CLIA certification for level of tests performed?	☒	☐
Is the clinic site in compliance with accessibility guidelines for persons with disabilities?	☒	☐
Is the clinic site geographically close to the target population?	☒	☐
Are the clinic site appointment hours convenient enough to meet the patients' needs?	☒	☐
Does the clinic site have clean exam rooms where services are delivered?	☒	☐
Does the clinic site have adequate space for Client intake?	☒	☐
Does the clinic site have adequate space for Patients to wait for their appointments?	☒	☐
Is there appropriate resources for and use of interpreter services and language translation?	☒	☐
Does the clinic site have financial management systems that include secure data storage?	☒	☐
Are there appropriate emergency policies, procedures, and supplies, as applicable?	☒	☐
If any of the above requirements are not currently in place, can they be in place by the contract award date?	☒	☐

If No is marked for any of the above, please explain:

Legacy Montrose Clinic is co-located with a Walgreens Pharmacy. Legacy will request a waiver and submit this waiver after the contract is in place (as noted in Form A-1)

FORM H: FAMILY PLANNING PROGRAM CLINIC SITE READINESS

Revised - 8-23-2016

Legal Business Name: Legacy Community Health Services, Inc.

Clinic Site # 4 of 5

Complete one form for every clinic site that will provide Family Planning Program Services funded through this open enrollment. Please complete the form by marking yes for no for each of the items listed below:

	Yes	No
Is there appropriate signage to identify funded entity?	☒	☐
Is there adequate space for clinical and administrative staff?	☒	☐
Are Family Planning Services provided under the purview of a Medical Director licensed in the state of Texas?	☒	☐
Does the clinic site have at least a Class D pharmacy license (or have applied for license)?	☐	☒
Are the required contraceptives available on-site?	☒	☐
Is there locked storage to protect confidential medical records, medications, and medical supplies?	☒	☐
Is there proper disposal for medical waste?	☒	☐
Is there CLIA certification for level of tests performed?	☒	☐
Is the clinic site in compliance with accessibility guidelines for persons with disabilities?	☒	☐
Is the clinic site geographically close to the target population?	☒	☐
Are the clinic site appointment hours convenient enough to meet the patients' needs?	☒	☐
Does the clinic site have clean exam rooms where services are delivered?	☒	☐
Does the clinic site have adequate space for Client intake?	☒	☐
Does the clinic site have adequate space for Patients to wait for their appointments?	☒	☐
Is there appropriate resources for and use of interpreter services and language translation?	☒	☐
Does the clinic site have financial management systems that include secure data storage?	☒	☐
Are there appropriate emergency policies, procedures, and supplies, as applicable?	☒	☐
If any of the above requirements are not currently in place, can they be in place by the contract award date?	☒	☐

If No is marked for any of the above, please explain:

Legacy Lyons Clinic is co-located with the Lyons Pharmacy. Legacy is currently working out the terms of this contract. Legacy will request a waiver and submit this waiver after the Family Planning contract is in place (as noted in Form A-1)

Revised - 8-23-2016

FORM I: FAMILY PLANNING PROGRAM CLINIC SITES

Legal Business Name: **Legacy Community Health Services, Inc.** **Clinic Site # 5 of 5**

CLINIC SITE INFORMATION:

Clinic Name:	**Legacy San Jacinto Clinic**		
Street Address:	**4301 Garth Rd.**	Suite:	**400**
City: **Baytown**	County: **Harris**	Zip Code: **77521**	HHSR: **6**
Clinic APPOINTMENT Phone #:	**(832) 548-5000**		
Clinic PRIMARY Phone #:	**(409) 242 2525**	Fax:	**(832) 548 5092**
Service Area:	**Harris**		
Contact Person:	**Tina Megdal**		
Pharmacy License #: **28967**	Class: D	Date of Pharmacy License Application Submission:	**NA**
TPI#:	**080462703**	NPI #:	**1679524961**
Date of Medicaid Application Submission(if no TPI# or NPI#):			
Subcontractor Site:	☐ Yes	☒ No	
Mobile Site:	☐ Yes	☒ No	

CLINIC HOURS

	HOURS OF OPERATION					
DAY	**Morning**		**Afternoon**		**Evening (after 5pm)**	
	From	**To**	**From**	**To**	**From**	**To**
MONDAY	8:00	12:00	12:01	5:00		
TUESDAY	8:00	12:00	12:01	5:00		
WEDNESDAY	8:00	12:00	12:01	5:00		
THURSDAY	8:00	12:00	12:01	5:00		
FRIDAY	8:00	12:00	12:01	5:00		
SATURDAY						
SUNDAY						

Attachment C – Contractor's Revised Budget

FORM F: BUDGET SUMMARY (REQUIRED)

Revision - 8/23/2016

Legal Business Name: **Legacy Community Health Services**

Budget Categories	Total Family Planning Program Budget (1)	HHSC Share Categorical & FFS (2)	Patient Co-Pays To Be Collected (3)
A. Personnel	$225,930	$225,930	$0
B. Fringe Benefits	$48,801	$48,801	$0
C. Travel	$0	$0	$0
D. Equipment	$0	$0	$0
E. Supplies	$7,340	$7,340	$0
F. Contractual	$0	$0	$0
G. Other	$17,136	$17,136	$0
H. Total Direct Costs	$299,207	$299,207	$0
I. Indirect Costs	$0	$0	$0
J. Total (Sum of H and I)	$299,207	$299,207	$0

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 and 3. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Catetory	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	**Personnel**	**$225,930**	**$225,930**	**Fringe Benefits**	**$48,801**	**$48,801**
	Travel	**$0**	**$0**	**Equipment**	**$0**	**$0**
	Supplies	**$7,340**	**$7,340**	**Contractual**	**$0**	**$0**
	Other	**$17,136**	**$17,136**	**Indirect Costs**	**$0**	**$0**

TOTAL FOR:	**Distribution Totals**	**$299,207**	**Budget Total**	**$299,207**

FORM F-1: PERSONNEL Budget Category Detail Form

Revision - 8/23/2016

Legal Business Name: **Legacy Community Health Services**

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Physician (E.)	N	Responsible for administering care to patients.	0.2	MD	$20,833.33	13	$54,167
Nurse Practitioner (E.)	N	Responsible for administering care to patients under the supervision of physicians.	1	NP	$8,333.33	13	$108,333
Medical Assistant (E.)	N	Assists providers in all exams and minor office procedures.	1	NA	$2,666.67	13	$34,667
Eligibility Specialist (P.)	Y	Determines applicant eligibility for third party reimbursement.	0	N/A	$3,166.67	13	$0
Billing Specialist (P.)	Y	Responsbile for correcting, completing and processing claims of all payor codes.	0	N/A	$3,166.67	13	$0
Quality Analyst (E.)	N	Maintains awareness of legislative and regulatory activities related to health care and disseminates information to appropriate parties.	0.1	N/A	$2,708.33	13	$3,521
Accountant IV (E.)	N	Responsible for a variety of accounting functions and projects. Processes reports and reconciliations as well as research any discrepancies as needed.	0.05	N/A	$5,416.67	13	$3,521
Director of Programs (P.)	Y	Provides overall oversight and management of assigned programs/grants within a community-based healthcare organization.	0.2	N/A	$5,833.33	13	$15,167
Senior Director of Nursing (E.)	N	Responsible for patient care delivery, nursing and nurse practice throughout the facility/region.	0.05	N/A	$10,083.33	13	$6,554
							$0
							$0
							$0
							$0
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							$0

Revision - 8/23/2016

SalaryWage Total	$225,930

FRINGE BENEFITS

Itemize the elements of fringe benefits in the space below:

Employer FICA 7.65%, Texas SUI 1.31%, Worker's Compensation .26%, Health Insurance and 403B Match 12.38%

Fringe Benefit Rate %	21.60%
Fringe Benefits Total	$48,801

FORM F-2: TRAVEL Budget Category Detail Form

Legal Business Name: **Legacy Community Health Services**

Conference / Workshop Travel Costs

Revision - 8/23/2016

Description of Conference/Workshop	Justification	Location City/State	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					$0

Revised: 7/6/2009

Total for Conference / Workshop Travel $0

Revision - 8/23/2016

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					$0

Total for Other / Local Travel $0

Other / Local Travel Costs: $0 Conference / Workshop Travel Costs: $0 **Total Travel Costs:** $0

Indicate Policy Used: Applicant's Travel Policy State of Texas Travel Policy

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category Detail Form

Revision - 8/23/2016

Legal Business Name: **Legacy Community Health Services**

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				$0

Total Amount Requested for Equipment: **$0**

Revised: 7/6/2009

FORM F-4: SUPPLIES Budget Category Detail Form

Legal Business Name: **Legacy Community Health Services**

Itemize and describe each supply item and provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.).

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost
General Office Supplies	General supplies for daily administrative and clerical needs for all staff. Allocated at $299 per FTE/year.	$777
Medical Supplies	Utilized in the provision of primary health care services. Budgeted at $6.25 per unduplicated medical patients served.	$6,563
	TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for Supplies: **$7,340**

FORM F-5: CONTRACTUAL Budget Category Detail Form

Revision - 8/23/2016

Legal Business Name: **Legacy Community Health Services**

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates $100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						$0

Total Amount Requested for CONTRACTUAL: $0

FORM F-6: OTHER Budget Category Detail Form

Revision - 8/23/2016

Legal Business Name: **Legacy Community Health Services**

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
Rent Expense	Rent expense allocated at $2,970 per FTE/year.	$7,722
Telephone Expense	Telephone and internet expenses allocated at $539 per FTE/year.	$1,401
Utilities Expense	Electricity, natural gas and water expenses allocated at $242 per FTE/year.	$629
Liability Insurance	Liability insurance allocated at $188 per FTE/year.	$489
Occupancy/Facility Maintenance Expense	Building maintenance and repair expense allocated at $719 per FTE/year.	$1,869
Offsite Storage Costs	Offsite storage costs allocated at $59 per FTE/year.	$153
Equipment Maintenance & Repairs	Equipment maintenance, repairs and rental expenses allocated at $295 per FTE/year.	$767
Postage Costs	Postage expense allocated at $68 per FTE/year.	$177
Financial Audit Fees	Financial audit fees allocated at $281 per FTE/year.	$731
Payroll Processing Service	Payroll processing service allocated at $196 per FTE/year.	$510
Patient Transportation (i.e. bus vouchers, taxi fare)	Patient transportation assistance to appointments.	$1,209
Marketing Materials	Design, production and promotional items	$1,479
	TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for Other: **$17,136**

Revised: 7/6/2009

Revision - 8/23/2016

FORM F - 7 Indirect Costs

Legal Business Name: Legacy Community Health Services

Total amount of indirect costs allocable to the project: **Amount:**

Indirect costs are based on (mark the statement that is applicable):

_____ The Applicant's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form F - 7 Indirect)

RATE:
BASE:

_____ *Applies only to governmental entities* . The Applicant's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.

RATE:
TYPE:
BASE:

_____

GO TO PAGE 2 (below)

 Revision - 8/23/2016

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Revision - 8/23/2016

SUPPLEMENTAL FORMS INSTRUCTIONS

The budget templates (two per budget category) that follow are intended to supplement cost reimbursement budgets when there are too many items to fit on the primary budget template. Applicants that have utilized all the lines on the primary budget template must use the supplemental templates to list detail information for the respective budget category. For example, after all the lines on the primary budget template for Personnel (tab labled Form F - 1 Personnel) have been used, go to the supplemental template labled "Form F - 1a Personnel Supp" and if all the lines are used on this template, go to the next template labled "Form F - 1b Personnel". The amounts on each supplemental template will automatically total and the total from both templates will automatically be inserted on the last line of the primary budget template.

The supplemental budget templates are:

Form F-1 Personnel Supplemental
Form F-2 Travel Supplemental
Form F-3 Equipment Supplemental
Form F-4 Supplies Supplemental
Form F-5 Contractual Supplemental
Form F-6 Other Supplemental

FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Revision - 8/23/2016

Legal Business Name: **Legacy Community Health Services**

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	**Number of Months**	Salary/Wages Requested for Project
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
					SalaryWage Total		$0

FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental) Revision - 8/23/2016

Legal Business Name: **Legacy Community Health Services**

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	**Number of Months**	Salary/Wages Requested for Project
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
					SalaryWage Total		$0

Revision - 8/23/2016

FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Business Name: Legacy Community Health Services

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0

Total for Conference / Workshop Travel $0

Revised: 7/6/2009

Revision - 8/23/2016

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0

Total for Other / Local Travel $0

Other / Local Travel Costs: $0 Conference / Workshop Travel Costs: $0 **Total Travel Costs:** $0

Revision - 8/23/2016

FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Business Name: **Legacy Community Health Services**

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0

Total for Conference / Workshop Travel $0

Revised: 7/6/2009

Revision - 8/23/2016

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0

Total for Other / Local Travel $0

Other / Local Travel Costs: $0 Conference / Workshop Travel Costs: $0 **Total Travel Costs:** $0

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category Detail Form (Supplemental)

Revision - 8/23/2016

Legal Business Name: **Legacy Community Health Services**

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0

Total Amount Requested for Equipment: **$0**

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category Detail Form (Supplemental)

~~Revision - 8/23/2016~~

Legal Business Name: **Legacy Community Health Services**

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0

Total Amount Requested for Equipment: **$0**

FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Business Name: **Legacy Community Health Services** Revision - 8/23/2016

Itemize and describe each supply item and provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.).

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies: **$0**

FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Business Name: **Legacy Community Health Services**

Revision - 8/23/2016

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies: **$0**

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Business Name: **Legacy Community Health Services**

Revision - 8/23/2016

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates $100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0

Total Amount Requested for CONTRACTUAL: $0

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Business Name: **Legacy Community Health Services**

Revision - 8/23/2016

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates $100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0

Total Amount Requested for CONTRACTUAL: $0

FORM F-6: OTHER Budget Category Detail Form (Supplemental)

Legal Business Name: **Legacy Community Health Services**

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Revision - 8/23/2016

Total Amount Requested for Other: **$0**

FORM F-6: OTHER Budget Category Detail Form (Supplemental)

Legal Business Name: **Legacy Community Health Services**

Revision - 8/23/2016

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other: **$0**

Attachment D – Contractor's Original Application

Texas Health and Human Services Commission – Family Planning FY17 Open Enrollment

FORM A: FACE PAGE

This form requests basic information about the Applicant and project, including the signature of the authorized representative. The face page must be completed in its entirety.

APPLICANT INFORMATION

1) LEGAL BUSINESS NAME: Legacy Community Health Services, Inc.

2) MAILING Address Information (include mailing address, street, city, county, state and zip code):
P.O. Box 66308, Houston, Harris County, TX 77266-6308

3) PAYEE Name and Mailing Address (if different from above):

4) DUNS Number (9-digit): 187944491

5) Health and Human Service Region: 5/6

6) Federal Tax ID No. (9 digit), **State of Texas Comptroller Vendor ID No.** (14 digit) or **Social Security Number** (9 digit): 76-0009637

The Applicant acknowledges, understands and agrees that the Applicant's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.

7) TYPE OF ENTITY (check all that apply):

- ☐ City
- ☐ County
- ☐ Other Political Subdivision
- ☐ State Agency
- ☐ Indian Tribe
- ☒ Nonprofit Organization*
- ☐ For Profit Organization*
- ☐ HUB Certified
- ☒ Community-Based Organization
- ☐ Minority Organization
- ☐ Faith Based (Nonprofit Org)
- ☐ Individual
- ☒ Federally Qualified Health Centers
- ☐ State Controlled Institution of Higher Learning
- ☐ Hospital
- ☐ Private
- ☐ Other (specify): ______

**If incorporated, provide 10-digit charter number assigned by Secretary of State:* 760009637

8) BUDGET PERIOD: **Start Date:** July 1, 2016 **End Date:** August 31, 2017

9) COUNTIES SERVED BY FAMILY PLANNING PROJECT: (complete Form C:Texas Counties and Regions) Harris and Jefferson

10) PRIMARY PLACE OF SERVICES PROVIDED: Houston and Beaumont

11) TOTAL FUNDING REQUESTED: $664,905

Fee for Service:$332,452.50 | Categorical: :$332,452.50

12) PROJECTED EXPENDITURES

Does Applicant's projected federal expenditures exceed $500,000, or its projected state expenditures exceed $500,000, for Applicant's current fiscal year (excluding amount requested in line 9 above)? **

Yes ☒ No ☐

***Projected expenditures should include anticipated expenditures under all federal grants including "pass through" federal funds from all state agencies, or all anticipated expenditures under state grants, as applicable.*

13) FAMILY PLANNING (FP) PRIMARY CONTACT PERSON

Name: Tina Megdal
Phone: 832-548-5077
Fax: (713) 523 0200
Email: tmegdal@legacycommunityhealth.org

14) FINANCIAL OFFICER

Name: Ben Glisan
Phone: (832) 548-5052
Fax: (713) 523-0200
Email: bglisan@legacycommunityhealth.org

The facts affirmed by me in this proposal are truthful and I warrant the Applicant is in compliance with the assurances and certifications contained in **APPENDIX I: HHSC Assurances and Certifications**. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the Applicant and I (the person signing below) am authorized to represent the Applicant.

15) AUTHORIZED REPRESENTATIVE

Name: Katy Caldwell
Title: Executive Director
Phone: (832) 548-5050
Fax: (713) 523-0200
Email: katyc@legacycommunityhealth.org

16) SIGNATURE OF AUTHORIZED REPRESENTATIVE

Katy Caldwell

17) DATE

7/5/2016

Form A-1 -- APPLICATION NARRATIVE

1. Provide the job descriptions (including specific duties) for the following key employees in the space provided:

Job descriptions of all key employees are included herein. These include Quality Assurance/Quality Improvement/ Data Collection Staff personnel (Quality Analyst), Eligibility Staff (Eligibility Specialist), Billing Staff (Billing Specialist) and and clinicians (Physicians and Nurse Practitioner).

2. In the space provided, Applicant must provide a summary of how it will ensure compliance with the Program Requirements contained in Section 2 of this open enrollment:

Legacy's Family Planning Program will provide preventive health, medical, counseling, and educational services that assist low-income Texans to manage their fertility and achieve optimal reproductive and general health. Legacy will provide Family Planning Program services to Patients throughout the entirety of the contract term. Family Planning Program funding will not be used to provide abortion services or pay direct or Indirect Costs (including overhead, rent, phones, and utilities) of abortion procedures. Legacy submits a signed Family Planning Program Certification, which is contained in Form K of this application. Legacy will provide all required core Family Planning Services consistent with Appendix A. Legacy will provide optional services consistent with Appendix B. These include breast and cervical cancer diagnostic services, limited prenatal services, and immunizations. Legacy provides all FDA-approved methods of contraception directly or through referral. Legacy also provides natural family planning methods, basic infertility services, and services to adolescents. Legacy provides limited pharmaceutical services (including contraceptive methods and related medications) to Patients at each of the clinics identified in this application through Class D Pharmacies or collocated Walgreens pharmacies. Legacy's Family Planning Program is will request an exemption to the Class D pharmacy requirement for the Legacy Lyons Clinic. Sterilization services, when provided, will be done so in accordance with the requirements and limitations contained in the HHSC Family Planning Program Policy and Procedure Manual contained in Appendix F.

Oversight for Legacy's Family Planning Program is provided by Dr. Ann Barnes, MD/MPH and Dr. Vian Nguyen. Dr. Barnes serves as Legacy's Chief Medical Officer. Dr. Nguyen serves as Legacy's Medical Director of OG/GYN. Both Dr. Barnes and Dr. Nguyen have valid and current medical licenses in the state of Texas. Family Planning Program services will be monitored by Legacy's internal Quality Assurance Department. The Quality Assurance Department is overseen by Legacy's Chief Medical Officer, Dr. Ann Barnes MPH, and managed Legacy's Senior Director of EHRS and Quality Assurance, Chris Hughes, RN. The Chief Medical Officer is a Board Certified physician and a Master of Public Health. The Senior Director of Quality & EHRS is a Registered Nurse (RN) and possesses over 18 years of nursing experience. Legacy's Chief Medical Officer also lead's the agency's Quality Committee. This is a standing committee that maintains statutory responsibility for guiding Quality Assurance Department trajectory. To ensure the highest level of consumer satisfaction and the quality of contractor performance with programmatic and contractual requirements, Legacy's Family Planning program (Fee-for-Service and Cost Reimbursement) will include robust quality assurance and improvement

Legacy
Community Health Services

Job Description

Job Title	Quality Analyst I	**Job Code:**	
Reports to:	RN Quality Assurance Coordinator	**Revision Date:**	March 1, 2015

Type of position:

☒ Full-time
☐ Unscheduled Part Time (UPT)
☐ Part-time
☐ Temporary
☐ Holidays
☐ Evenings/Weekends

Position Classification:

☒ Exempt *(not eligible for overtime)*
☐ Hourly *(eligible for overtime)*
Hours of Duty:____________________

GENERAL DESCRIPTION

The Quality Analyst will maintain awareness of legislative and regulatory activities related to health care and disseminate information to appropriate parties.

ESSENTIAL FUNCTIONS

Essential functions are those tasks, duties, and responsibilities that comprise the means of accomplishing the job's purpose and objectives. Essential functions are critical or fundamental to the performance of the job. They are the major functions for which the person in the job is held accountable.

- Evaluate clinical data and use continuous quality improvement principles and tools.
- Conduct concurrent/retrospective reviews for the purpose of identifying opportunities for improvement in the delivery of patient care and supporting departments to ensure compliance with federal, state, local and accrediting agency regulatory requirements
- Use statistical analytics to coordinate data collection and trend analysis for process and health outcomes and compare and contrast identified objectives. .
- Uses data to evaluate process improvement and reports findings to appropriate team members.
- Conducts complaint/grievance investigations, mortality reviews, medical record reviews, and reviews for clinical studies and/or quality of care investigations and reports findings in appropriate formats and forum. .
- Participates in ongoing educational opportunities such as conferences, workshops, symposiums and lectures related to performance improvement and clinical quality improvement.
- Prepare and present quality of care reports to the Quality Committee or other committees and meetings as assigned.
- Participate in additional committees and task forces as required both within the agency and the community using quality management, clinical and professional experience
- Other duties as assigned

AGE RELATED COMPETENCIES

Definitions of Age Specific Groups:

- *Neonate: Birth – 24 months*
- *Child: 2-12 years*
- *Adolescent: 13-17 years*
- *Adult: 18-64 years*
- *Geriatric: 65 years and beyond*
- *NA: Non-age specific*

Populations Served for this position:

☐ Neonate ☒ Child ☒ Adolescent ☒ Adult ☒ Geriatric ☐ NA

EDUCATION & TRAINING REQUIREMENTS

- High School Diploma
-

WORK EXPERIENCE REQUIREMENTS

- A minimum of 3 years healthcare related work experience
- A minimum of 2 years full-time performance/quality improvement work experience
- Data management and statistical experience preferred
- A current Texas Nurse license preferred
- Must effectively read, write and verbally communicate in the English language
- Bilingual (English and Spanish) preferred
- Ability to concentrate and pay close attention to detail, resolve problems and identify client, department and agency needs
- Experience with HIPAA and the Continuous Quality Improvement (CQI) philosophy including planning, implementation and monitoring, abiding by rules and regulations
- Ability to make formal presentations, educate and support staff learning and information needs at a level normally acquired through further training
- Ability to handle multiple tasks
- Ability to perform under pressure in a calm manner
- Intermediate computer skills using Microsoft Excel and Power Point preferred
- Travel may be required to confer with other LCHS off-site clinics, meetings, trainings and overnight conferences.

ESSENTIAL FUNCTIONS – PHYSICAL & MENTAL REQUIREMENTS

Note: Reasonable accommodations may be made for individuals with disabilities to perform the essential functions of this position.

- Medium work-Ability to exert 20-50 pounds of force occasionally, and/or 10-25 pounds of force frequently, and/or greater than negligible up to 10 pounds of force constantly to lift, carry, push, pull, or otherwise move objects.
- Frequently required to sit; occasionally required to stand and walk.
- Occasionally required to reach with hands and arms.
- Frequently required to talk or hear.
- Occasionally required to lift and/or move up to 25 pounds.
- Occasionally required to bend, twist or climb.
- Moderate concentration/intensity, which includes prolonged mental effort with limited opportunity for breaks.
- Normal memory, taking into consideration the amount and type of information.

- Moderate level of complexity.
- Normal time pressure.

ORGANIZATIONAL COMPETENCIES – *To perform this job successfully, the employee will demonstrate the following competencies to perform the essential functions of the position.*

All Legacy leadership staff are required to follow and uphold Legacy's Mission, Vision, and Values, Behavioral Standards, Legacy's Policies and Procedures, The Code of Conduct and The Code of Ethics and Compliance Plan. In addition, the following competencies are expectations for all employees:

Courteous – Employee is courteous in interactions with customers, which include patients/residents, physicians, fellow-employees and our community.

Respectful and Confidential – Employee respects the rights of privacy of our patients/residents and co-workers.

Ensures cultural differences are respected. Refrains from disruptive and disrespectful behavior which may include, but is not limited to:

- Obstruction of the operation of Legacy
- Interference with the ability of others to do their jobs
- Creation of a "disruptive work environment" for Legacy staff (including volunteers), or medical staff
- Conduct adversely affecting or impacting the community's confidence in the Legacy's ability to provide quality care
- Attacks (verbal or physical) leveled at any member of Legacy staff, medical staff, patients/residents or patients/residents' families that are personal or beyond the bounds of fair professional conduct
- Inappropriate comments or illustrations made in patient medical records or other official documents impugning the quality of care at Legacy, or attacking specific physicians, or Legacy staff
- Non-constructive criticism addressed to the recipient in such a way as to intimidate, undermine confidence, belittle or to suggest stupidity or incompetence.
- Disruptive and disrespectful behavior includes statements that are generated verbally, in writing or electronically in any form including e-mail, text messages, social network sites and blogs.

Responsive – Employee responds quickly, graciously and appropriately to customer needs.

Gratitude and Attitude: Employee's behavior shows that he/she believes that each of us controls our own attitude and that what is important is not so much as what happens to us, but how we choose to react to it.

Pride, Ownership and Image: Employee accepts all the rights and responsibilities of being a part of the Legacy family.

Communication- Employee is personally accountable for positive communication with the customer-patients/residents, family members and co-workers.

Teamwork- Employee contributes positively to the Legacy team and is committed to treating coworkers with courtesy, honesty and respect. Employee abides the Attendance Policy. Employee has team pride in the purpose of our work – our patients/residents.

Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to handle frequent change, delays, or unexpected events.

WORK ENVIRONMENT

- May be exposed to infectious waste, diseases, conditions, etc., including viruses.
- The noise level in the work environment is usually moderate
- Potential for blood borne pathogen

Legacy Community Health Services has reviewed this job description to ensure that essential functions and basic duties have been included. It is not intended to be construed as an exhaustive list of all functions, responsibilities, skills and abilities. Additional functions and requirements may be assigned by supervisors as deemed appropriate.

I have read and understand my responsibilities for this role at the Legacy Community Health Services as noted above.

Employee Signature

Date

Legacy Community Health Services

Job Description

Job Title	**Eligibility Specialist**	Job Code:
Reports to:	Eligibility Manager	**Revision Date:** April 2013

Type of position:

- ☒ Full-time
- ☐ Unscheduled Part Time (UPT)
- ☐ Part-time
- ☐ Temporary
- ☐ Holidays
- ☐ Evenings/Weekends

Position Classification:

- ☐ Exempt *(not eligible for overtime)*
- ☒ Hourly *(eligible for overtime)*

Hours of Duty:________________________

GENERAL DESCRIPTION

The Eligibility Specialist determines applicant eligibility for third party reimbursement, processes data necessary for admission of new patients into health services, ensure proper coding for insurance billing, and handle inquiries from prospective applicants and patients.

ESSENTIAL FUNCTIONS

Essential functions are those tasks, duties, and responsibilities that comprise the means of accomplishing the job's purpose and objectives. Essential functions are critical or fundamental to the performance of the job. They are the major functions for which the person in the job is held accountable.

Conducts eligibility for clients following procedures and guidelines specific to each program.

Ensure that client's do not have another payer source such as Medicaid, Medicare, ADAP, and any other third party insurance.

Register clients into the CPCDMS.

Complete all necessary paperwork.

Performs data entry of eligible clients into electronic system.

Maintains up-to-date and orderly eligibility files.

Conducts renewal eligibility as required by each program.

Confirms eligibility appointments with clients.

Sets initial service appointments once eligibility has been determined.

Provides clients with list of required eligibility documentation.

Participates in the Performance Improvement Program

Demonstrates respect and regard for the dignity of all patients, families, visitors and fellow employees to insure a professional, responsible and courteous environment.

Promotes effective working relations and works effectively as part of a team to facilitate the department's ability to meet its goals and objectives.

Attends all required safety training programs and can describe his/her responsibilities related to general safety, department/service safety, specific job–related hazards.

- *Attends all required safety education programs.*
- *Operates assigned equipment and performs all procedures in a safe manner as instructed.*
- *Maintains work area and equipment in condition required by Legacy standards.*
- *Demonstrates proper body mechanics in all functions.*
- *Checks on the patient's environment and equipment to insure safety. Reports safety concerns promptly to appropriate personnel.*

Follows Legacy's exposure control plans/blood borne and airborne pathogens.

- *Demonstrates knowledge of techniques, procedures and correct use of protective barrier equipment (Universal Precautions).*
- *Assures a safe environment by instituting appropriate control measures.*
- *Attends annual education programs.*

AGE RELATED COMPETENCIES

Definitions of Age Specific Groups:

- *Neonate: Birth – 24 months*
- *Child: 2-12 years*
- *Adolescent: 13-17 years*
- *Adult: 18-64 years*
- *Geriatric: 65 years and beyond*
- *NA: Non-age specific*

Populations Served for this position:

☐ Neonate ☐ Child ☐ Adolescent ☐ Adult ☐ Geriatric ☒ NA

EDUCATION & TRAINING REQUIREMENTS

- High School Diploma or GED, some medical knowledge.
- Bilingual preferred

WORK EXPERIENCE REQUIREMENTS

- A minimum of 3-5 years of medical billing experience preferred.
- Some training or background in ICD-A / CPT codes preferred.
- Ability to understand and practice bookkeeping and accounting terminology required.
- Knowledge of medical terminology and billing practices preferred.
- Ability to operate computers and other office machines required.
- Must be able to take responsibility and work under pressure

ESSENTIAL FUNCTIONS – PHYSICAL & MENTAL REQUIREMENTS

Note: Reasonable accommodations may be made for individuals with disabilities to perform the essential functions of this position.

- Frequently required to sit; occasionally required to stand and walk.
- Occasionally required to reach with hands and arms.
- Frequently required to talk or hear.
- Occasionally required to lift and/or move up to 25 pounds.
- Occasionally required to bend, twist or climb.

- Moderate concentration/intensity, which includes prolonged mental effort with limited opportunity for breaks.
- Normal memory, taking into consideration the amount and type of information.
- Moderate level of complexity for decision making.

ORGANIZATIONAL COMPETENCIES – *To perform this job successfully, the employee will demonstrate the following competencies to perform the essential functions of the position.*

All Legacy leadership staff are required to follow and uphold Legacy's Mission, Vision, and Values, Behavioral Standards, Legacy's Policies and Procedures, The Code of Conduct and The Code of Ethics and Compliance Plan. In addition, the following competencies are expectations for all employees:

Courteous – Employee is courteous in interactions with customers, which include patients/residents, physicians, fellow-employees and our community.

Respectful and Confidential – Employee respects the rights of privacy of our patients/residents and co-workers.

Ensures cultural differences are respected. Refrains from disruptive and disrespectful behavior which may include, but is not limited to:

- Obstruction of the operation of Legacy
- Interference with the ability of others to do their jobs
- Creation of a "disruptive work environment" for Legacy staff (including volunteers), or medical staff
- Conduct adversely affecting or impacting the community's confidence in the Legacy's ability to provide quality care
- Attacks (verbal or physical) leveled at any member of Legacy staff, medical staff, patients/residents or patients/residents' families that are personal or beyond the bounds of fair professional conduct
- Inappropriate comments or illustrations made in patient medical records or other official documents impugning the quality of care at Legacy, or attacking specific physicians, or Legacy staff
- Non-constructive criticism addressed to the recipient in such a way as to intimidate, undermine confidence, belittle or to suggest stupidity or incompetence.
- Disruptive and disrespectful behavior includes statements that are generated verbally, in writing or electronically in any form including e-mail, text messages, social network sites and blogs.

Responsive – Employee responds quickly, graciously and appropriately to customer needs.

Gratitude and Attitude: Employee's behavior shows that he/she believes that each of us controls our own attitude and that what is important is not so much as what happens to us, but how we choose to react to it.

Pride, Ownership and Image: Employee accepts all the rights and responsibilities of being a part of the Legacy family.

Communication- Employee is personally accountable for positive communication with the customer-patients/residents, family members and co-workers.

Teamwork- Employee contributes positively to the Legacy team and is committed to treating coworkers with courtesy, honesty and respect. Employee abides the Attendance Policy. Employee has team pride in the purpose of our work – our patients/residents.

Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to handle frequent change, delays, or unexpected events.

WORK ENVIRONMENT

- May be exposed to infectious waste, diseases, conditions, viruses, etc.
- The noise level in the work environment is usually moderate

Legacy Community Health Services has reviewed this job description to ensure that essential functions and basic duties have been included. It is not intended to be construed as an exhaustive list of all functions, responsibilities, skills and abilities. Additional functions and requirements may be assigned by supervisors as deemed appropriate.

I have read and understand my responsibilities for this role at the Legacy Community Health Services as noted above.

Employee Signature ____________________ Date ____________________

Legacy
Community Health Services

Job Description

Job title	Physician	**Job Code:**
Reports to:	Medical Director, Adult Medicine	**Revision Date:** March 2016

Type of position:

- ☒ Full-time
- ☐ Part-time
- ☐ Holidays
- ☐ Unscheduled Part Time (UPT)
- ☐ Temporary
- ☐ Evenings/Weekends

Position Classification:

- ☒ Exempt *(not eligible for overtime)*
- ☐ Hourly *(eligible for overtime)*

Hours of Duty:____________________

GENERAL DESCRIPTION

ESSENTIAL FUNCTIONS

Essential functions are those tasks, duties, and responsibilities that comprise the means of accomplishing the job's purpose and objectives. Essential functions are critical or fundamental to the performance of the job. They are the major functions for which the person in the job is held accountable.

- Keep regularly scheduled hours as agreed upon in the Service Agreement and actively see patients in the Clinic.
- Development of method for assessment of the quality of services provided by clinical services with particular emphasis on medical.
- Be available by pager during regular Clinic hours and after hours should assistance be required.
- Assist in review and development of patient educational material before release to patients.
- Supervision of health care students of any discipline assigned to the Clinic for educational purposes.
- Participate in planning for future clinical operations, with emphasis on interdisciplinary team oriented care.
- Develop and maintain a program for clinical quality assurance.
- Develop and maintenance of Clinical diagnostic and treatment protocols.
- Participation in the recruitment and retention of providers and other clinical staff.
- Participates in the Performance Improvement Program
- Other Duties as assigned

AGE RELATED COMPETENCIES

Definitions of Age Specific Groups:

- *Neonate: Birth – 24 months*
- *Child: 2-12 years*
- *Adolescent: 13-17 years*
- *Adult: 18-64 years*
- *Geriatric: 65 years and beyond*
- *NA: Non-age specific*

Populations Served for this position:

☐ Neonate ☐ Child ☐ Adolescent ☒ Adult ☒ Geriatric ☐ NA

EDUCATION & TRAINING REQUIREMENTS

- Medical Doctorate with current licensure in the State of Texas

WORK EXPERIENCE REQUIREMENTS

- Previous experience in a community healthcare setting.

ESSENTIAL FUNCTIONS – PHYSICAL & MENTAL REQUIREMENTS
Note: Reasonable accommodations may be made for individuals with disabilities to perform the essential functions of this position.

- Frequently required to sit; occasionally required to stand and walk.
- Occasionally required to reach with hands and arms.
- Frequently required to talk or hear.
- Occasionally required to lift and/or move up to 25 pounds.
- Occasionally required to bend, twist or climb.
- Moderate concentration/intensity, which includes prolonged mental effort with limited opportunity for breaks.
- Normal memory, taking into consideration the amount and type of information.
- Moderate level of complexity for decision making.
- Normal time pressure of decision making.

ORGANIZATIONAL COMPETENCIES – *To perform this job successfully, the employee will demonstrate the following competencies to perform the essential functions of the position.*

All Legacy leadership staff are required to follow and uphold Legacy's Mission, Vision, and Values, Behavioral Standards, Legacy's Policies and Procedures, The Code of Conduct and The Code of Ethics and Compliance Plan. In addition, the following competencies are expectations for all employees:

Courteous – Employee is courteous in interactions with customers, which include patients/residents, physicians, fellow-employees and our community.

Respectful and Confidential – Employee respects the rights of privacy of our patients/residents and co-workers.

Ensures cultural differences are respected. Refrains from disruptive and disrespectful behavior which may include, but is not limited to:

- ➢ Obstruction of the operation of Legacy
- ➢ Interference with the ability of others to do their jobs
- ➢ Creation of a "disruptive work environment" for Legacy staff (including volunteers), or medical staff
- ➢ Conduct adversely affecting or impacting the community's confidence in the Legacy's ability to provide quality care
- ➢ Attacks (verbal or physical) leveled at any member of Legacy staff, medical staff, patients/residents or patients/residents' families that are personal or beyond the bounds of fair professional conduct
- ➢ Inappropriate comments or illustrations made in patient medical records or other official documents impugning the quality of care at Legacy, or attacking specific physicians, or Legacy staff
- ➢ Non-constructive criticism addressed to the recipient in such a way as to intimidate, undermine confidence, belittle or to suggest stupidity or incompetence.
- ➢ Disruptive and disrespectful behavior includes statements that are generated verbally, in writing or electronically in any form including e-mail, text messages, social network sites and blogs.

Responsive – Employee responds quickly, graciously and appropriately to customer needs.

Gratitude and Attitude: Employee's behavior shows that he/she believes that each of us controls our own attitude and that what is important is not so much as what happens to us, but how we choose to react to it.

Pride, Ownership and Image: Employee accepts all the rights and responsibilities of being a part of the Legacy

family.

Communication- Employee is personally accountable for positive communication with the customer-patients/residents, family members and co-workers.

Teamwork- Employee contributes positively to the Legacy team and is committed to treating coworkers with courtesy, honesty and respect. Employee abides the Attendance Policy. Employee has team pride in the purpose of our work – our patients/residents.

Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to handle frequent change, delays, or unexpected events.

WORK ENVIRONMENT

- May be exposed to infectious waste, diseases, conditions, etc., including viruses.
- The noise level in the work environment is usually moderate

Legacy Community Health Services has reviewed this job description to ensure that essential functions and basic duties have been included. It is not intended to be construed as an exhaustive list of all functions, responsibilities, skills and abilities. Additional functions and requirements may be assigned by supervisors as deemed appropriate.

I have read and understand my responsibilities for this role at the Legacy Community Health Services as noted above.

Employee Signature ______________________ Date ______________________

Legacy
Community Health Services

Job Description

Job Title:	Nurse Practitioner	**Job Code:**	
Reports to:	Clinical Site Director	**Revision Date:** March 2015	

Type of position:

☒ Full-time ☐ Unscheduled Part Time (UPT)
☐ Part-time ☐ Temporary
☐ Holidays ☐ Evenings/Weekends

Position Classification:

☒ Exempt *(not eligible for overtime)*
☐ Hourly *(eligible for overtime)*
Hours of Duty:______________________________

GENERAL DESCRIPTION

The Nurse Practitioner will be responsible for administering care to patients under the supervision of physicians.

ESSENTIAL FUNCTIONS

Essential functions are those tasks, duties, and responsibilities that comprise the means of accomplishing the job's purpose and objectives. Essential functions are critical or fundamental to the performance of the job. They are the major functions for which the person in the job is held accountable.

- Follows Nurse Practice Act for their licensure.
- Initiates an appropriate assessment of patient's health status, ranging from focused to comprehensive, depending upon the setting (e.g., emergency, structured screening, scheduled visit).
- Obtains patients' health history from interview of patient and others, and from review of pertinent health records.
- Performs physical examinations.
- Consults with colleagues, supervising Physicians, specialists, and other health professionals as appropriate.
- Orders pertinent diagnostic tests and procedures.
- Performs diagnostic tests and procedures and therapeutic procedures, within the scope of practice, including venipuncture; intradermal tests; intramuscular and subcutaneous injections; electro-cardiogram; application of dressings and bandages; administration of medications; cardiopulmonary resuscitation; auditory screening; visual screening; and aseptic techniques.
- Performs medical procedures including incisions and drainage, wound care, debridement, and suturing of lacerations; and applies and removes casts and traction devices.
- Collects specimens for and carries out commonly performed blood, urine, and stool analyses and cultures.
- Interprets health information and establishes diagnoses consistent with the accumulated data.
- Formulates treatment plan, ensuring timely provision of necessary health care services.

- Orders necessary medications and other therapeutic equipment and supplies within the scope of practice.
- Educates and informs patients regarding the nature of the illness and the progress of evaluation and treatment.
- Educates patients regarding health promotion and disease prevention.
- Analyzes accumulated health information and collects additional observational, interview, historical, physical examination, and diagnostic data, modifying treatment as appropriate.
- Makes health record entries which are legible, concise, and timely.
- Advocates for the rights of patients.
- Provides primary clinical therapy and treatment of individual and groups of patient(s).
- Participates in formulating, interpreting, implementing, and evaluating objectives, policies, and procedures.
- Participates in various committees to improve the quality of health care.
- Participates in the collection and preparation of reports on patient care activities.
- Conducts audits related to advanced practice health care techniques and takes part in quality assurance programs.
- Maintains current knowledge in the field of practice and informs staff of changes.
- Maintains records and prepares reports and correspondence related to the work.
- Performs other related work as required
- Participates in the Performance Improvement Program.
- Participates in extended clinic hours, the after-hours on-call program, triaging calls, consulting with providers and providing appropriate documentation of all client contracts.
- Referral of complex and high priority cases to the physician on duty with regard to complicated diagnostic problems, serious illness, re-evaluation of chronic conditions, etc.
- Assist in patient education, preventative health care, as well as health maintenance concepts.
- Participate in IDT.
- Demonstrates respect and regard for the dignity of all patients, families, visitors and fellow employees to insure a professional, responsible and courteous environment.
- Promotes effective working relations and works effectively as part of a team to facilitate the department's ability to meet its goals and objectives.
- Attends all required safety training programs and can describe his/her responsibilities related to general safety, department/service safety, specific job–related hazards.
- Attends all required safety education programs.
- Operates assigned equipment and performs all procedures in a safe manner as instructed.
- Maintains work area and equipment in condition required by Legacy standards.
- Demonstrates proper body mechanics in all functions.
- Checks on the patient's environment and equipment to insure safety. Reports safety concerns promptly to appropriate personnel.
- Follows Legacy's exposure control plans/blood-borne and airborne pathogens.
- Demonstrates knowledge of techniques, procedures and correct use of protective barrier equipment *(Universal Precautions)*.
- Assures a safe environment by instituting appropriate control measures.
- Attends annual education programs

AGE RELATED COMPETENCIES

Definitions of Age Specific Groups:

- *Neonate: Birth – 4 weeks*
- *Child: 1 month-11 years*
- *Adolescent: 12-18 years*
- *Adult: 18-64 years*
- *Geriatric: 65 years and beyond*
- *NA: Non-age specific*

Populations Served for this position:

☒ Neonate ☒ Child ☒ Adolescent ☒ Adult ☒ Geriatric ☐ NA

EDUCATION & TRAINING REQUIREMENTS

- Current license from the Texas Board of Nursing and completion of program at an accredited school.

WORK EXPERIENCE REQUIREMENTS

- Previous experience in an FQHC clinic setting preferred

ESSENTIAL FUNCTIONS – PHYSICAL & MENTAL REQUIREMENTS

Note: Reasonable accommodations may be made for individuals with disabilities to perform the essential functions of this position.

- Frequently required to sit; occasionally required to stand and walk.
- Occasionally required to reach with hands and arms.
- Frequently required to talk or hear.
- Occasionally required to lift and/or move up to 25 pounds.
- Occasionally required to bend, twist or climb.
- Moderate concentration/intensity, which includes prolonged mental effort with limited opportunity for breaks.
- Normal memory, taking into consideration the amount and type of information.
- Moderate level of complexity for decision making.
- Normal time pressure of decision making.

ORGANIZATIONAL COMPETENCIES – *To perform this job successfully, the employee will demonstrate the following competencies to perform the essential functions of the position.*

All Legacy leadership staff are required to follow and uphold Legacy's Mission, Vision, and Values, Behavioral Standards, Legacy's Policies and Procedures, The Code of Conduct and The Code of Ethics and Compliance Plan. In

addition, the following competencies are expectations for all employees:

Courteous – Employee is courteous in interactions with customers, which include patients/residents, physicians, fellow-employees and our community.

Respectful and Confidential – Employee respects the rights of privacy of our patients/residents and co-workers.

Ensures cultural differences are respected. Refrains from disruptive and disrespectful behavior which may include, but is not limited to:

- Obstruction of the operation of Legacy
- Interference with the ability of others to do their jobs
- Creation of a "disruptive work environment" for Legacy staff (including volunteers), or medical staff
- Conduct adversely affecting or impacting the community's confidence in the Legacy's ability to provide quality care
- Attacks (verbal or physical) leveled at any member of Legacy staff, medical staff, patients/residents or patients/residents' families that are personal or beyond the bounds of fair professional conduct
- Inappropriate comments or illustrations made in patient medical records or other official documents impugning the quality of care at Legacy, or attacking specific physicians, or Legacy staff
- Non-constructive criticism addressed to the recipient in such a way as to intimidate, undermine confidence, belittle or to suggest stupidity or incompetence.
- Disruptive and disrespectful behavior includes statements that are generated verbally, in writing or electronically in any form including e-mail, text messages, social network sites and blogs.

Responsive – Employee responds quickly, graciously and appropriately to customer needs.

Gratitude and Attitude: Employee's behavior shows that he/she believes that each of us controls our own attitude and that what is important is not so much as what happens to us, but how we choose to react to it.

Pride, Ownership and Image: Employee accepts all the rights and responsibilities of being a part of the Legacy family.

Communication- Employee is personally accountable for positive communication with the customer-patients/residents, family members and co-workers.

Teamwork- Employee contributes positively to the Legacy team and is committed to treating coworkers with courtesy, honesty and respect. Employee abides the Attendance Policy. Employee has team pride in the purpose of our work – our patients/residents.

Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to handle frequent change, delays, or unexpected events.

WORK ENVIRONMENT:

- May be exposed to infectious waste, diseases, conditions, etc., including viruses.
- The noise level in the work environment is usually moderate

Legacy Community Health Services has reviewed this job description to ensure that essential functions and basic duties have been included. It is not intended to be construed as an exhaustive list of all functions, responsibilities, skills and abilities. Additional functions and requirements may be assigned by supervisors as deemed appropriate.

I have read and understand my responsibilities for this role at the Legacy Community Health Services as noted above.

Employee Signature ____________________ Date ____________________

Legacy Community Health Services

Job Description

Job Title	**Medical Assistant I**	Job Code:
Reports to:	Clinical Nurse Manager	**Revision Date:** December, 2014

Type of position:

☒ Full-time ☐ Unscheduled Part Time (UPT)
☐ Part-time ☐ Temporary
☐ Holidays ☐ Evenings/Weekends

Position Classification:

☐ Exempt *(not eligible for overtime)*
☒ Hourly *(eligible for overtime)*
Hours of Duty:____________________

GENERAL DESCRIPTION

The Medical Assistant I assists providers in all exams and minor office procedures; maintaining supply inventory in exam rooms; cleaning and sterilizing equipment; ordering and unpacking all supplies; giving injections and drawing blood.

ESSENTIAL FUNCTIONS

Essential functions are those tasks, duties, and responsibilities that comprise the means of accomplishing the job's purpose and objectives. Essential functions are critical or fundamental to the performance of the job. They are the major functions for which the person in the job is held accountable.

Interview patients to obtain medical information and measure their vital signs, weight, and height. Record patients' medical history, vital statistics and information such as test results in medical records.

Collect blood, tissue or other laboratory specimens, logging/documenting, and prepare them for testing.

Assists physicians to examine and treat patients, handing them instruments and materials, performing such tasks as giving injections and removing sutures.

Prepare treatment rooms for patient examinations, to include cleaning and restocking.

Clean and sterilize instruments and dispose of contaminated supplies.

Phone consultation with clients regarding test results & health concerns.

Processing of blood and other specimens, ensuring all specimens are properly labeled and packaged for lab pick up.

Perform phlebotomy and other diagnostic tests as needed. Administer oral, intramuscular, SubQ, and topical medications as ordered.

Ensure proper documentation of patient care.

Responsible for keeping all exam rooms stocked with supplies; checking exam room stock for expired dates and changing out sharps containers/ biohazard waste as needed.

Assisting with programs such as the Hazard Communication and Accident Prevention plans associated with OSHA compliance.

Participates in the Performance Improvement Program.

Demonstrates respect and regard for the dignity of all patients, families, visitors, and fellow employees to ensure a professional, responsible and courteous environment.

Promotes effective working relations and works effectively as part of a team to facilitate the department's ability to meet its goals and objectives.

Works within the context of a primary care medical home, applying a team based approach to care while working in partnership with patients/families to promote: timely access to care, understanding of patient care that is culturally sensitive and language appropriate, continuity of care, and the improvement of the whole-person through the teaching of appropriate self-management skills.

Attends all required safety training programs and is knowledgeable of his/her responsibilities related to general safety, department/service safety, specific job–related hazards.

- *Attends all required safety education programs.*
- *Operates assigned equipment and performs all procedures in a safe manner as instructed.*
- *Maintains work area and equipment in accordance to Legacy and government policies/requirements.*
- *Demonstrates proper body mechanics in all functions.*
- *Checks on the patient's environment and equipment to ensure safety. Reports safety concerns promptly to appropriate personnel.*

Follows Legacy's exposure control plans/blood-borne and airborne pathogens.

- *Demonstrates knowledge of techniques, procedures, and correct use of protective barrier equipment (Universal Precautions).*
- *Ensures a safe environment by instituting appropriate control measures.*
- *Attends annual education programs.*

AGE RELATED COMPETENCIES

Definitions of Age Specific Groups:

- *Neonate: Birth – 24 months*
- *Child: 2-12 years*
- *Adolescent: 13-17 years*
- *Adult: 18-64 years*
- *Geriatric: 65 years and beyond*
- *NA: Non-age specific*

Populations Served for this position:

☐ Neonate ☒ Child ☒ Adolescent ☒ Adult ☒ Geriatric ☐ NA

EDUCATION & TRAINING REQUIREMENTS

- High school diploma or equivalent required
- Certificate of Medical Assistant preferred but not required
- CPR/BLS training required
- Bilingual English/Spanish preferred

WORK EXPERIENCE REQUIREMENTS

- Basic front desk, clerical or healthcare support specialist skills/experience.
- Ability to work with clinical staff, works well under pressure, and multitask within a multidisciplinary team.
- Commitment to the concepts of preventive health care and team approach to health care delivery.
- Phlebotomy skills preferred but not required.
- Experience working in electronic medical records helpful but not required.
- Experience working with computers.

- Experience with Microsoft Office applications.

ESSENTIAL FUNCTIONS – PHYSICAL & MENTAL REQUIREMENTS
Note: Reasonable accommodations may be made for individuals with disabilities to perform the essential functions of this position.

- Frequently required to sit; occasionally required to stand and walk.
- Occasionally required to reach with hands and arms.
- Frequently required to talk or hear.
- Occasionally required to lift and/or move up to 25 pounds.
- Occasionally required to bend, twist or climb.
- Moderate concentration/intensity, which includes prolonged mental effort with limited opportunity for breaks.
- Normal memory, taking into consideration the amount and type of information.
- Moderate level of complexity for decision making.
- Normal time pressure of decision making.

ORGANIZATIONAL COMPETENCIES – *To perform this job successfully, the employee will demonstrate the following competencies to perform the essential functions of the position.*

All Legacy leadership staff are required to follow and uphold Legacy's Mission, Vision, and Values, Behavioral Standards, Legacy's Policies and Procedures, The Code of Conduct and The Code of Ethics and Compliance Plan. In addition, the following competencies are expectations for all employees:

Courteous – Employee is courteous in interactions with customers, which include patients/residents, physicians, fellow-employees and our community.

Respectful and Confidential – Employee respects the rights of privacy of our patients/residents and co-workers.

Ensures cultural differences are respected. Refrains from disruptive and disrespectful behavior which may include, but is not limited to:

- Obstruction of the operation of Legacy
- Interference with the ability of others to do their jobs
- Creation of a "disruptive work environment" for Legacy staff (including volunteers), or medical staff
- Conduct adversely affecting or impacting the community's confidence in the Legacy's ability to provide quality care
- Attacks (verbal or physical) leveled at any member of Legacy staff, medical staff, patients/residents or patients/residents' families that are personal or beyond the bounds of fair professional conduct
- Inappropriate comments or illustrations made in patient medical records or other official documents impugning the quality of care at Legacy, or attacking specific physicians, or Legacy staff
- Non-constructive criticism addressed to the recipient in such a way as to intimidate, undermine confidence, belittle or to suggest stupidity or incompetence.
- Disruptive and disrespectful behavior includes statements that are generated verbally, in writing or electronically in any form including e-mail, text messages, social network sites and blogs.

Responsive – Employee responds quickly, graciously and appropriately to customer needs.

Gratitude and Attitude: Employee's behavior shows that he/she believes that each of us controls our own attitude and that what is important is not so much as what happens to us, but how we choose to react to it.

Pride, Ownership and Image: Employee accepts all the rights and responsibilities of being a part of the Legacy family.

Communication- Employee is personally accountable for positive communication with the customer-patients/residents, family members and co-workers.

Teamwork- Employee contributes positively to the Legacy team and is committed to treating coworkers with courtesy, honesty and respect. Employee abides the Attendance Policy. Employee has team pride in the purpose of our work – our patients/residents.

Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to handle frequent change, delays, or unexpected events.

WORK ENVIRONMENT
• May be exposed to infectious waste, diseases, conditions, viruses, etc. • The noise level in the work environment is usually moderate.

Legacy Community Health Services has reviewed this job description to ensure that essential functions and basic duties have been included. It is not intended to be construed as an exhaustive list of all functions, responsibilities, skills and abilities. Additional functions and requirements may be assigned by supervisors as deemed appropriate.

I have read and understand my responsibilities for this role at the Legacy Community Health Services as noted above.

Employee Signature ____________________ Date ____________________

Job Title **Director of Programs – State Funded**

Reports to: **Vice President of Program Development**

GENERAL DESCRIPTION

Provides overall oversight and management of assigned programs and grants, with a strong emphasis on family planning and State-funded programs within a community-based healthcare organization.

ESSENTIAL FUNCTIONS

- Assists the VP of Programs in implementing and managing programs and grants, especially related to family planning and other State-funded clinical programs.

- Provides oversight and direction for all clinical, operational, technical, administrative, contract and grants management, reporting, and programmatic activities associated with assigned programs.
- Ensure productivity goals and budgets are appropriately managed.
- Build and maintain effective inter-departmental relationships to obtain effective program oversight and to meet goals and objectives.
- Work closely with accounting to ensure that each grant is billed appropriately.
- Establish and maintain policies, procedures and workflows that are in agreement with contractual or other program requirements, guidelines, regulations and directives.
- Oversee and implement contractual and regulatory updates to existing programs as needed and/or required by the State.
- Develop and maintain collaborative community partner relationships related to each program.
- Ensure all performance improvement activities are completed as required per program
- Assist in development of marketing and outreach strategies to promote services internally and externally, as needed. Serve as the program spokesperson, liaison and technical resource.
- Provide standards, training, technical assistance, and oversight for program activities across disciplines either directly or in coordination with staff that is particular subject experts.
- Attend all required training seminars, conferences and workshops. Attend all staff meetings as required.
- Demonstrate respect and regard for the dignity of all patients, families, visitors and fellow employees to ensure a professional, responsible and courteous environment.
- Other duties as assigned by the VP of Programs Development.

EDUCATION & TRAINING REQUIREMENTS

- Bachelor's degree and 3+ years of managerial experience in related field.
- Knowledgeable about grants management, state-funded grants preferred.
- Ability to work with medical providers and support staff with an understanding of outpatient medical services.

WORK EXPERIENCE REQUIREMENTS

- A minimum of (2) two years' experience
- Ability to maintain strict confidentiality of information
- Displays strong customer service skills
- Complies with policies and procedures set forth
- Ability to define problems, collect data and establish facts.
- Must maintain non-violent crisis intervention certificates.

- Must demonstrate cultural competency and sensitivity to all populations served.
- Must be able to communicate effectively with staff, community, and the general public.
- Must be able to work in collaboration with a team.
- Must have the ability to remain calm under stressful conditions.
- Must pass a criminal background check.

WORK ENVIRONMENT

- May be exposed to infectious waste, diseases, conditions, etc.,
- The noise level in the work environment is usually moderate

Legacy
Community Health Services

Job Description

Job Title	**Senior Director of Nursing**	**Job Code:**	
Reports to:	Vice President of Clinical Operations	**Revision Date:** September, 2015	

Type of position:

- ☒ Full-time
- ☐ Unscheduled Part Time (UPT)
- ☐ Part-time
- ☐ Temporary
- ☐ Holidays
- ☐ Evenings/Weekends

Position Classification:

- ☒ Exempt *(not eligible for overtime)*
- ☐ Hourly *(eligible for overtime)*

Hours of Duty:____________________

GENERAL DESCRIPTION

Leader responsible for patient care delivery, nursing, and nurse practice throughout the facility/region. Provides vision and sets direction for quality evidence-based patient-centered care. Fosters a decentralized participative management style for nursing based on a shared governance approach. Encourages innovative leadership at the department level promoting nurse's decision-making control over nurse practice. Establishes interdisciplinary teams throughout the facilities and the region supporting nursing care and patient care services. Builds collaborative nurse-physician relationships to provide safe, effective, and efficient patient care while ensuring nurses feel empowered to serve as patient representatives/advocates

ESSENTIAL FUNCTIONS

Essential functions are those tasks, duties, and responsibilities that comprise the means of accomplishing the job's purpose and objectives. Essential functions are critical or fundamental to the performance of the job. They are the major functions for which the person in the job is held accountable.

Leads all nursing and clinical support staff across the organization. Acts as the grant implementation liaison for Clinical Operations, to include development of and implementation of clinical training on procedures, processes and requirements. Monitor data for quality improvement related to nursing and clinical support functions, including grant metrics. Oversee external referral process and internal support staff float pool.
Active PCMH team member regarding Coordination of Care, Population Management and the Referral Department. Responsible for providing routine oversight to ensure the regulatory requirements for the Class D Pharmacy, and all medications in the clinic, are being upheld, including appropriate use of inventory logs. Responsible for ensuring all nursing and medical assistant staff receive adequate and ongoing training based on current and emerging clinical care practice. Responsible for ensuring internal and external referral processes function appropriately. Responsible for providing ongoing assessment of OSHA compliance for the Clinic. Will develop and implement Exposure Control and Hazard Communications Plan. Monitor all medical waste for the Clinic for safe handling and disposal; maintain records for Legacy Community Health Services medical waste that allow the waste to be traced from pick up to destroy. Responsible for joint oversight of the system-wide vaccination program with Vice President of Pharmacy. Participates in ensuring all vaccine programs are appropriately stocked, up-to-date and that data entry into ImmTrack is compliant, including verifying that the "no match" report for ImmTrack is resolved by local clinical staff at a minimum, weekly. Demonstrate and direct employees in using a systematic approach in analyzing and utilizing data in problem solving. Leads Nursing Peer Review. Draft and keep current all clinical support staff policies and procedures. Collaborates with Quality Department and EHRS Department regarding nursing and clinical education. Works collaboratively across, up and down the organization.

AGE RELATED COMPETENCIES

Definitions of Age Specific Groups:

- *Neonate: Birth – 24 months*
- *Child: 2-12 years*
- *Adolescent: 13-17 years*
- *Adult: 18-64 years*
- *Geriatric: 65 years and beyond*
- *NA: Non-age specific*

Populations Served for this position:

☐ Neonate ☒ Child ☒ Adolescent ☒ Adult ☒ Geriatric ☐ NA

EDUCATION & TRAINING REQUIREMENTS

- A minimum of Master's Degree required
- Active license in the State of Texas as Registered Nurse, Required

WORK EXPERIENCE REQUIREMENTS

- A minimum of 3 years of RN leadership in hospital or healthcare system with a proven record of success.
- Must possess strong leadership qualities and in carrying out goals and objectives
- Strong conflict-resolution skills
- Demonstrated experience in managing others in a hospital unit or clinic setting

ESSENTIAL FUNCTIONS – PHYSICAL & MENTAL REQUIREMENTS

Note: Reasonable accommodations may be made for individuals with disabilities to perform the essential functions of this position.

- Frequently required to sit; occasionally required to stand and walk.
- Occasionally required to reach with hands and arms.
- Frequently required to talk or hear.
- Occasionally required to lift and/or move up to 25 pounds.
- Occasionally required to bend, twist or climb.
- Moderate concentration/intensity, which includes prolonged mental effort with limited opportunity for breaks.
- Normal memory, taking into consideration the amount and type of information.
- Moderate level of complexity.
- Normal time pressure.

ORGANIZATIONAL COMPETENCIES – *To perform this job successfully, the employee will demonstrate the following competencies to perform the essential functions of the position.*

All Legacy leadership staff are required to follow and uphold Legacy's Mission, Vision, and Values, Behavioral Standards, Legacy's Policies and Procedures, The Code of Conduct and The Code of Ethics and Compliance Plan. In addition, the following competencies are expectations for all employees:

Courteous – Employee is courteous in interactions with customers, which include patients/residents, physicians, fellow-employees and our community.

Respectful and Confidential – Employee respects the rights of privacy of our patients/residents and co-workers.

Ensures cultural differences are respected. Refrains from disruptive and disrespectful behavior which may include, but is not limited to:

- Obstruction of the operation of Legacy
- Interference with the ability of others to do their jobs
- Creation of a "disruptive work environment" for Legacy staff (including volunteers), or medical staff
- Conduct adversely affecting or impacting the community's confidence in the Legacy's ability to provide quality care

- Attacks (verbal or physical) leveled at any member of Legacy staff, medical staff, patients/residents or patients/residents' families that are personal or beyond the bounds of fair professional conduct
- Inappropriate comments or illustrations made in patient medical records or other official documents impugning the quality of care at Legacy, or attacking specific physicians, or Legacy staff
- Non-constructive criticism addressed to the recipient in such a way as to intimidate, undermine confidence, belittle or to suggest stupidity or incompetence.
- Disruptive and disrespectful behavior includes statements that are generated verbally, in writing or electronically in any form including e-mail, text messages, social network sites and blogs.

Responsive – Employee responds quickly, graciously and appropriately to customer needs.

Gratitude and Attitude: Employee's behavior shows that he/she believes that each of us controls our own attitude and that what is important is not so much as what happens to us, but how we choose to react to it.

Pride, Ownership and Image: Employee accepts all the rights and responsibilities of being a part of the Legacy family.

Communication- Employee is personally accountable for positive communication with the customer-patients/residents, family members and co-workers.

Teamwork- Employee contributes positively to the Legacy team and is committed to treating coworkers with courtesy, honesty and respect. Employee abides the Attendance Policy. Employee has team pride in the purpose of our work – our patients/residents.

Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to handle frequent change, delays, or unexpected events.

WORK ENVIRONMENT

- May be exposed to infectious waste, diseases, conditions, etc., including viruses.
- The noise level in the work environment is usually moderate

Legacy Community Health Services has reviewed this job description to ensure that essential functions and basic duties have been included. It is not intended to be construed as an exhaustive list of all functions, responsibilities, skills and abilities. Additional functions and requirements may be assigned by supervisors as deemed appropriate.

I have read and understand my responsibilities for this role at the Legacy Community Health Services as noted above.

Employee Signature ______________________ Date ______________________

Legacy
Community Health Services

Job Description

Job Title	**Billing Specialist**	Job Code:
Reports to:	Clinical Business Services Director	**Revision Date:** April 2013

Type of position:	**Position Classification:**
☐ Full-time ☐ Unscheduled Part Time (UPT)	☐ Exempt *(not eligible for overtime)*
☐ Part-time ☒ Temporary	☒ Hourly *(eligible for overtime)*
☐ Holidays ☐ Evenings/Weekends	Hours of Duty:______________________

GENERAL DESCRIPTION

The Billing Specialist is responsible for correcting, completing, and processing claims of all payer codes. The Billing Specialist is also required to generate reports from computer in accordance with established procedures.

ESSENTIAL FUNCTIONS

Essential functions are those tasks, duties and responsibilities that comprise the means of accomplishing the job's purpose and objectives. Essential functions are critical or fundamental to the performance of the job. They are the major functions for which the person in the job is held accountable.

Responsible for maintaining and/or creating patient accounts within medical software program. Assesses accuracy of demographic and policy information within patient accounts. Photocopies patients' identification and/or insurance cards as appropriate.

Responsible for charge and payment entry within medical software program. Coordinates and clarifies with providers when necessary, information that seems incomplete or is lacking for proper account/claim adjudication.

Assist in Credentialing providers with various managed care companies. Maintains and responds to requests for provider licensure or other information needed to maintain active status with affiliated organizations.

Reviews provider schedules and screens patient financial/demographic information for accuracy. Coordinates with Front Desk staff to update patient records as needed.

Reviews patient insurance policy information and works with providers to obtain authorization and referrals, as necessary. Updates this information within medical software program.

Assists in reconciling deposit and patient collections.

Coordinates with Front Desk staff regarding collection of current or past due patient balances, co-pays, deductibles, etc. Available to answer billing and charge related inquiries by patients, staffs, managed care organizations, etc.

Participates in the Performance Improvement Program.

Demonstrates respect and regard for the dignity of all patients, families, visitors and fellow employees to insure a professional, responsible and courteous environment.

Promotes effective working relations and works effectively as part of a team to facilitate the department's ability to meet its goals and objectives.

Attends all required safety training programs and can describe his/her responsibilities related to general safety, department/service safety, specific job–related hazards.

- Attends all required safety education programs.
- Operates assigned equipment and performs all procedures in a safe manner as instructed.
- Maintains work area and equipment in condition required by Legacy standards.
- Demonstrates proper body mechanics in all functions.
- Checks on the patient's environment and equipment to insure safety. Reports safety concerns promptly to appropriate personnel.

Follows Legacy's exposure control plans/blood borne and airborne pathogens.

- Demonstrates knowledge of techniques, procedures and correct use of protective barrier equipment *(Universal Precautions).*
- Assures a safe environment by instituting appropriate control measures.
- Attends annual education programs.

AGE RELATED COMPETENCIES

Definitions of Age Specific Groups:

- *Neonate: Birth – 24 months*
- *Child: 2-12 years*
- *Adolescent: 13-17 years*
- *Adult: 18-64 years*
- *Geriatric: 65 years and beyond*
- *NA: Non-age specific*

Populations Served for this position:

☐ Neonate ☐ Child ☐ Adolescent ☐ Adult ☐ Geriatric ☒ NA

EDUCATION & TRAINING REQUIREMENTS

- High School Diploma equivalent required.

WORK EXPERIENCE REQUIREMENTS

- A minimum of 3-5 years of medical billing experience preferred.
- Some training or background in ICD-A / CPT codes preferred.
- Ability to understand and practice bookkeeping and accounting terminology required.
- Knowledge of medical terminology and billing practices preferred.
- Ability to operate computers and other office machines required.
- Must be able to take responsibility and work under pressure

ESSENTIAL FUNCTIONS – PHYSICAL [illegible] REQUIREMENTS

[illegible] individuals with disabilities to perform the essential functions of this position.

- Frequently required to sit; occasionally required to stand and walk.
- Occasionally required to reach with hands and arms.
- Frequently required to talk or hear.
- Occasionally required to lift and/or move up to 25 pounds.
- Occasionally required to bend, twist or climb.

- Moderate concentration/intensity, which includes prolonged mental effort with limited opportunity for breaks.
- Normal memory, taking into consideration the amount and type of information.
- Moderate level of complexity for decision making.

ORGANIZATIONAL COMPETENCIES – *To perform this job successfully, the employee will demonstrate the following competencies to perform the essential functions of this position.*

All Legacy leadership staff are required to follow and uphold Legacy's Mission, Vision, and Values, Behavioral Standards, Legacy's Policies and Procedures, The Code of Conduct and The Code of Ethics and Compliance Plan. In addition, the following competencies are expectations for all employees:

Courteous – Employee is courteous in interactions with customers, which include patients/residents, physicians, fellow-employees and our community.

Respectful and Confidential – Employee respects the rights of privacy of our patients/residents and co-workers.

Ensures cultural differences are respected. Refrains from disruptive and disrespectful behavior which may include, but is not limited to:

- Obstruction of the operation of Legacy
- Interference with the ability of others to do their jobs
- Creation of a "disruptive work environment" for Legacy staff (including volunteers), or medical staff
- Conduct adversely affecting or impacting the community's confidence in the Legacy's ability to provide quality care
- Attacks (verbal or physical) leveled at any member of Legacy staff, medical staff, patients/residents or patients/residents' families that are personal or beyond the bounds of fair professional conduct
- Inappropriate comments or illustrations made in patient medical records or other official documents impugning the quality of care at Legacy, or attacking specific physicians, or Legacy staff
- Non-constructive criticism addressed to the recipient in such a way as to intimidate, undermine confidence, belittle or to suggest stupidity or incompetence.
- Disruptive and disrespectful behavior includes statements that are generated verbally, in writing or electronically in any form including e-mail, text messages, social network sites and blogs.

Responsive – Employee responds quickly, graciously and appropriately to customer needs.

Gratitude and Attitude: Employee's behavior shows that he/she believes that each of us controls our own attitude and that what is important is not so much as what happens to us, but how we choose to react to it.

Pride, Ownership and Image: Employee accepts all the rights and responsibilities of being a part of the Legacy family.

Communication- Employee is personally accountable for positive communication with the customer-patients/residents, family members and co-workers.

Teamwork- Employee contributes positively to the Legacy team and is committed to treating coworkers with courtesy, honesty and respect. Employee abides the Attendance Policy. Employee has team pride in the purpose of our work – our patients/residents.

Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to handle frequent change, delays, or unexpected events.

WORK ENVIRONMENT

- May be exposed to infectious waste, diseases, conditions, etc., including viruses.
- The noise level in the work environment is usually moderate

Legacy Community Health Services has reviewed this job description to ensure that essential functions and basic duties have been included. It is not intended to be construed as an exhaustive list of all functions, responsibilities, skills and abilities. Additional functions and requirements may be assigned by supervisors as deemed appropriate.

I have read and understand my responsibilities for this role at the Legacy Community Health Services as noted above.

Employee Signature ______________________ Date ______________________

Legacy
Community Health Services

Job Description

Job Title:	Accountant I (1-4 years)	Job Code: 105
Reports to:		**Revision Date:**

Type of position:		**Position Classification:**
☒ Full-time	☐ Unscheduled Part Time (UPT)	☒ Exempt *(not eligible for overtime)*
☐ Part-time	☐ Temporary	☐ Hourly *(eligible for overtime)*
☐ Holidays	☐ Evenings/Weekends	Hours of Duty:__________

GENERAL DESCRIPTION

ESSENTIAL FUNCTIONS

Essential functions are those tasks, duties, and responsibilities that comprise the means of accomplishing the job's purpose and objectives. Essential functions are critical or fundamental to the performance of the job. They are the major functions for which the person in the job is held accountable.

Reconcile balance sheet accounts monthly.

Assist Director of General Accounting with account analysis/reconciliations (i.e. generate reports).

Code non grant-related invoices using approved Chart of Accounts.

Assist with gathering information requested by outside auditing firm for financial audit and 403B plan audit (i.e. spreadsheets).

Other duties as assigned.

Demonstrates respect and regard for the dignity of all patients, families, visitors and fellow employees to insure a professional, responsible and courteous environment.

Promotes effective working relations and works effectively as part of a team to facilitate the department's ability to meet its goals and objectives.

Attends all required safety training programs and can describe his/her responsibilities related to general safety, department/service safety, specific job–related hazards.

- Attends all required safety education programs.
- Operates assigned equipment and performs all procedures in a safe manner as instructed.
- Maintains work area and equipment in condition required by LCHS standards.
- Demonstrates proper body mechanics in all functions.

- Checks on the patient's environment and equipment to insure safety. Reports safety concerns promptly to appropriate personnel.

Follows LCHS's exposure control plans/bloodborne and airborne pathogens.

- Demonstrates knowledge of techniques, procedures and correct use of protective barrier equipment *(Universal Precautions).*
- Assures a safe environment by instituting appropriate control measures.
- Attends annual education programs

AGE RELATED COMPETENCIES

Definitions of Age Specific Groups:

- *Neonate: Birth – 24 months*
- *Child: 2-12 years*
- *Adolescent: 13-17 years*
- *Adult: 18-64 years*
- *Geriatric: 65 years and beyond*
- *NA: Non-age specific*

Populations Served for this position:

☐ Neonate ☒ Child ☒ Adolescent ☒ Adult ☒ Geriatric ☐ NA

EDUCATION & TRAINING REQUIREMENTS

- Must be able to communicate effectively with staff, community and the general public
- Must be able to perform duties and responsibilities with or without reasonable accommodation
- Ability to remain calm under stressful conditions
- Must pass criminal background check
- Bachelor's Degree required
- Must have high school diploma or equivalent
- 1-4 years' experience preferred
- Computer experience – Windows, Excel, and Accounting software

WORK EXPERIENCE REQUIREMENTS

- Proficient knowledge of Accounting
- Knowledge of relevant computer applications
- Proficient in mathematical skills.
- Proficient in data entry and management
- 3 years of Accounts Payable and General Accounting experience
- Ability to remain calm under stressful conditions
- Must pass criminal background check.
- Computer experience – Windows, Excel, and Accounting software.

ESSENTIAL FUNCTIONS – PHYSICAL & MENTAL REQUIREMENTS

Note: Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions of this position.

- Frequently required to sit; occasionally required to stand and walk.
- Occasionally required to reach with hands and arms.
- Frequently required to talk or hear.
- Occasionally required to lift and/or move up to 25 pounds.
- Occasionally required to bend, twist or climb.
- Moderate concentration/intensity, which includes prolonged mental effort with limited opportunity for breaks.
- Normal memory, taking into consideration the amount and type of information.
- Moderate level of complexity for decision making.
- Normal time pressure of decision making.

LEADERSHIP COMPETENCIES

– To perform this job successfully, the employee will demonstrate the following competencies to perform the essential functions of the position.

All LCHS leadership staff are required to follow and uphold LCHS's Mission, Vision, and Values, Behavioral Standards, LCHS's Policies and Procedures, The Code of Conduct and The Code of Ethics and Compliance Plan. In addition, the following competencies are expectations for all employees:

Courteous – Employee is courteous in interactions with customers, which include patients/residents, physicians, fellow-employees and our community.

Respectful and Confidential – Employee respects the rights of privacy of our patients/residents and co-workers.

Ensures cultural differences are respected. Refrains from disruptive and disrespectful behavior which may include, but is not limited to:

- Obstruction of the operation of LCHS
- Interference with the ability of others to do their jobs
- Creation of a "disruptive work environment" for LCHS staff (including volunteers), or medical staff
- Conduct adversely affecting or impacting the community's confidence in the LCHS's ability to provide quality care
- Attacks (verbal or physical) leveled at any member of LCHS staff, medical staff, patients/residents or patients/residents' families that are personal or beyond the bounds of fair professional conduct
- Inappropriate comments or illustrations made in patient medical records or other official documents impugning the quality of care at LCHS, or attacking specific physicians, or LCHS staff
- Non-constructive criticism addressed to the recipient in such a way as to intimidate, undermine confidence, belittle or to suggest stupidity or incompetence.
- Disruptive and disrespectful behavior includes statements that are generated verbally, in writing or electronically in any form including e-mail, text messages, social network sites and blogs.

Responsive – Employee responds quickly, graciously and appropriately to customer needs.

Gratitude and Attitude: Employee's behavior shows that he/she believes that each of us controls our own attitude and that what is important is not so much as what happens to us, but how we choose to react to it.

Pride, Ownership and Image: Employee accepts all the rights and responsibilities of being a part of the LCHS family.

Communication- Employee is personally accountable for positive communication with the customer-patients/residents, family members and co-workers.

Teamwork- Employee contributes positively to the LCHS team and is committed to treating coworkers with courtesy, honesty and respect. Employee abides the Attendance Policy. Employee has team pride in the purpose of our work – our patients/residents.

Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to handle frequent change, delays, or unexpected events.

WORK ENVIRONMENT

- May be exposed to infectious waste, diseases, conditions, etc., including the AIDS and Hepatitis B viruses.
- The noise level in the work environment is usually moderate

Legacy Community Health Services has reviewed this job description to ensure that essential functions and basic duties have been included. It is not intended to be construed as an exhaustive list of all functions, responsibilities, skills and abilities. Additional functions and requirements may be assigned by supervisors as deemed appropriate.

I have read and understand my responsibilities for this role at the Legacy Community Health Services as noted above.

Employee Signature Date

processes led by intradepartmental Leadership in conjunction with the organization's Quality Assurance Department.

The Director of Programs-State funded grants and the VP of Grants and Program Development are responsible for compliance with the program requirements of this application. The Director of Programs – State Funded Programs and Vice President of Programs and Grants will assure compliance with all reporting requirements by leveraging the combination of Legacy's Quality Assurance and Business Intelligence Departments for data support. Legacy's Director of Programs – State Funded Programs and Vice President of Programs and Grants will develop and implement, in conjunction with Legacy's Marketing and Communications Department, an annual plan to provide Family Planning Program promotion: to inform the public of its purpose and services, enhance community understanding of its objectives, enlist community support, and elicit potential patients. Legacy's Director of Programs – State Funded Programs and Vice President of Programs and Grants, along with appropriate staff from Legacy's Clinical Business Services, Human Resources, and Clinical staff, will participate in all HHSC required Family Planning trainings to include: State of Texas child abuse reporting requirements; assessment for human trafficking and intimate partner violence; HHSC Family Planning Program Client Eligibility and Billing, and continuing education credits regarding long-acting reversible contraception (LARC). Legacy will comply with the requirements set out in the applicable Family Planning Program rules, which are currently contained in Title 25, Part 1 of the Texas Administrative Code, Chapter 39, Subchapter B, Rule §§39.33 and 39.38, as currently enacted or as later modified. Additionally, Legacy will comply with the Family Planning Program requirements set out in the HHSC Family Planning Program Policy and Procedure Manual contained in Appendix C and Appendix F of the Open Enrollment documents. All required forms contained in Appendix I are signed and submitted herein.

Legacy charges co-payment to Patients. Co-payments are collected in accordance with the HHSC Family Planning Program policy. As a Federally Qualified Health Center no patient is ever denied service at Legacy for inability to pay and Legacy does not collect co-payments from patients if they are unable to pay, or if it creates a barrier to services/care for the Client. Legacy's Family Planning Program targets a population consisting of women and men who have incomes at or below 250% of the Federal Poverty Line, are age sixty-four or younger, and reside in Texas. Legacy screens each patient for eligibility prior to rendering services and will serve all individuals that meet the eligible population requirements. Legacy's Family Planning Program will be delivered at clinic locations within HHSC Regions 5 and 6.

Each of the sites that will provide Family Planning Services currently meet all clinic readiness criteria identified on Form H. The facilities where Legacy provides family planning services are all compliant with ADA and OSHA guidelines. Extended hours of service are provided at 2 of the proposed sites. Extended hours allow patients to access services up to 7:00 pm Monday through Friday. Saturday hours available at Legacy Montrose Clinic enhance access to services. All buildings are located near major bus lines to further reduce barriers to services for those patients most in need.

Legacy will submit Fee-for-Service claims to TMHP using the 2017 Family Planning Claim Form. Program Income received from the provision of Fee-For-Service services will be expended before Family Planning Program cost reimbursement funds are requested through the voucher process. Legacy will submit monthly vouchers even if Program Income equals or

exceeds program expenses. When program expenses exceed Program Income, the monthly voucher will result in a payment up to the not-to-exceed amount of the contract. Legacy has a billing system in place to submit Fee-For-Service claims to the Texas Medical Healthcare Partnership and complies with the Reimbursement Process. Legacy submits monthly vouchers for expenses outlined in the categorical budget within 30 days following the end of the month in which the costs were incurred. Legacy has been a fully operational healthcare facility for over 35 years, and an FQHC since 2006. Legacy has been a successful grantee under Department of State Health Services Primary Care Program, Expanded Primary Health Care Program, and Family Planning Program. As a successful grantee, Legacy is currently positioned to report on all required components to ensure contract obligations have been met. Legacy will report on topic, date, and source or presenting body for all Professional Development activities on an annual basis. Legacy will report on the activity, dates, number of agency staff monitoring, number of estimated potential Patients, community partners, type of media presented, and successes and challenges of activities for program promotion activities by providing a Program Promotion report in accordance with requirements set forth in Family Planning Program/Outreach Annual Report, to be provided by HHSC. Legacy will report numbers of Patients served and successes and challenges of providing services annually in the Family Planning Program Annual Report.

3. If an Applicant will subcontract any of the required (or optional) services, the Applicant must describe, in the space provided below how it will:

   a. Experience developing, negotiating, and administering subcontracts

Legacy has over thirty years of experience negotiating and developing relationships with subcontractors. Legacy has developed Letters of Agreement, Collaborative Working Agreements, and other contractual documents with external agencies and service providers. Legacy has experience negotiating as a subcontractor with a primary funding agency, as well as negotiating with subcontractors for the delivery of programs and services, when those services are not in line with Legacy's scope of practice but are needed by our patients. Legacy adheres to, and is compliant with, the Health Resources and Services Administration's Bureau of Primary Health Care's PIN 98-23 guidance, directing that all of Legacy's subcontractor agreements are in writing and clearly state the time period during which the agreement is in effect; the specific services covered; any special conditions under which the services are to be provided; and the terms and mechanisms for billing and payment. All contracts are maintained with original signatures in a secure location within the Accounting Department. Legacy's Program Development and Accounting Departments work in consultation with contracted legal counsel to develop contractual agreements with subcontractors. Negotiations between Legacy and subcontractors involve at least one chief executive of the organization to ensure proper oversight in the negotiation and term development process.

Legacy currently has subcontracts with three entities to enhance the comprehensive healthcare services currently available. Legacy has subcontracted with the Montrose Center to provide medical case management services for HIV-positive individuals under Ryan White primary care services since 2011. Legacy collaboratively contracted with the Montrose Center since 2009 to provide integrated behavioral health and wellness services to uninsured, underinsured and under-served members of the Lesbian, Bi-sexual, Gay, and Transgender community who are recovering from substance abuse and/or mental illness through a program known as EMBody (Empowering Mind & Body). Through EMBody, Legacy provides access to primary healthcare services, with behavioral and mental health care services provided by the Montrose Center.

Legacy has partnered with Walgreens Pharmacy to provide prescription drugs within or adjacent to a number of Legacy's primary care clinic sites since 2004. Walgreens provides full-range pharmacology services on-site at Legacy Montrose Clinic, and also partners with Legacy to provide 340b priced pharmaceuticals at nearly 180 locations throughout Houston, Baytown and Beaumont where Legacy's patients have prescriptions filled. Three of Legacy's clinic locations have a Walgreens pharmacy within one block of the clinic.

Legacy has contracted with Laboratory Corporation of America (LabCorp) since 2006 to provide clinical laboratory services. Through this partnership, LabCorp maintains an on-site patient services technician/phlebotomist for specimen collection, specimen pick up from clinical locations and integrated report delivery on examined specimens into Legacy's EHR. The partnership with LabCorp allows Legacy to provide specimen collection for a wide range of healthcare tests onsite, which reduces barriers to access for our patients and increases specimen collection for analysis and reporting. Legacy also receives specimen reports from LabCorp electronically, which are maintained within the patient's electronic health record. This system allows medical providers to receive alerts when specimen reports have been received to provide timely follow up and care planning in consultation with the patient.

b. provide training and technical assistance to subcontractors on all aspects of service delivery and administration;

Legacy's sound management practices and integrity in honoring grant and contract terms are well known and trusted among the agency's funders and subcontractors. Legacy's Accounting Department has provided grant billing and contract expenditure reporting technical assistance and mentoring to new contracting and subcontracting agencies. Program managers take an active role in the administration and oversight of subcontracted services within their respective departments. Program managers provide technical assistance to subcontractors to ensure service delivery within the scope of work agreed to by both parties. Legacy's Quality, Program Development and Accounting Departments are available to assist program managers in the delivery of technical assistance and routine monitoring of achievement in obtaining and adhering to all terms, goals and objectives stated within the contractual relationship.

c. monitor subcontractors' programmatic performance, including professional and clinical services;

Oversight and monitoring of all subcontractors will be the responsibility of Legacy's Program Development, Quality, and Accounting Departments. Staff within these areas include the Vice President of Program Development, the Director of Programs – State Funded Programs, the Vice President of Accounting, and the Senior Director of Quality & EHRS. Together this team maintains over 30 years of experience in performance management of subcontractors in public and private organizations. These functional areas work collaboratively to ensure that internal processes and procedures are followed to monitor subcontractor activities, provide technical assistance, and to ensure the scope of work inclusive of project goals and objectives are obtained. The Director of Programs – State Funded Programs is currently vacant but the agency is actively interviewing candidates. Ms. Tina Megdal, Vice President of Program Development, has a Masters degree in Education and Counseling and over 20 years of health care, program development and grants management experience. Ms. Delayna Judy, Vice President of Accounting, brings over 15 years of professional experience specifically related to accounting and Federally Qualified Health Centers. Ms. Judy holds a Bachelor of Business Administration in Business and Accounting and a Master of Business Administration. Ms. Judy supervises

Legacy's financial relationships with the subcontractors as well as accounting practices at Legacy. Ms. Judy supervises an accounting staff of 11 full-time employees. Mr. Chris Hughes, RN, Senior Director of Quality & EHRS, is a Registered Nurse (RN) and possesses over 18 years of nursing experience, with a strong emphasis in leading quality initiatives at various health care organizations.

Legacy has a thorough monitoring process for subcontractors providing services on its behalf. Annually, Legacy undergoes a comprehensive independent financial audit to ensure compliance with the Single Agency of ongoing fiscal activities and professional services. The Accounting Department completes ongoing Audit (OMB Circular A-133) and Generally Acceptable Accounting Principles (GAAP), and requires all subcontractors do the same, providing audit reports and management response letters to Legacy for ongoing evaluation of financial and management oversight practices. In 2011 Legacy developed a formal internal fiscal compliance program staffed by a qualified Internal Auditor. Programmatic and clinical activities are monitored by Legacy's Quality Assurance Department. The Senior Director of Quality and EHRS is responsible for the management of Legacy's Quality Assurance Department and thus all quality assurance and performance improvement activities for clinical services. This role provides oversight and accountability through programmatic and clinical service audits, and then reports findings to the organization's Quality Committee and the Board of Directors on a monthly basis. Additionally, the Quality Assurance Department provides technical assistance to Legacy's subcontractors regarding clinical programs to increase quality outcome measures.

The Director of Programs – State Funded Programs along with support from Ms. Tina Megdal, Vice President of Program Development, Mr. Chris Hughes, RN, Senior Director of Quality & EHRS, and Ms. Delayna Judy, Vice President of Accounting, will be responsible for ensuring that subcontractors receive adequate training and or technical assistance per data collection and submission, and data quality improvement for activitites related to this funding opportunity.

d. monitor subcontractors' quality assurance/quality improvement.

Legacy's Quality Assurance Department is responsible for monitoring clinical programs and Legacy's Risk and Compliance Department monitors all client satisfaction in accordance with program standards and guidelines. Quality assurance activities are conducted on all activities of each subcontractor in accordance to requirments established by national accreditation bodies or best practices in medical service delivery. Legacy has developed protocols, policies and procedures and a quality program based on best practices and suggested guidance from the Health Resources and Services Administration (HRSA), National Committee for Quality Assurance (NCQA), specific funding sources and other governmental and medical trade associations. Copies of policies and procedures for Legacy's Quality Assurance Department are available upon request. It is the responsibility of Directors within the Program Development Department to monitor contract performance, including subcontractors, for adherence to contractual obligations related to programmatic elements of the Scope of Work performed under a subcontract, while the Finance Department monitors any fiscal obligations related to the subcontract. The Program Development, Quality Assurance and Finance Departments meet monthly to discuss each primary funding contract and review subcontractor performance to development alignment with goals and objectives related to all government-funded medical and patient support programs. Plans of Corrective Action are developed with each subcontractor as needed, and monitored by Legacy to ensure improvement.

4. Applicants must provide in the space provided the following information related to its Family Planning Program promotion plan:

   a. a description of the Applicant's Family Planning Program promotion plan for the contract period July 1, 2016 through August 31, 2017;

The goal of Legacy's Family Planning program promotion activities is to inform the community of Legacy's Family Planning Services while providing much needed education to individuals in those communities in an effort to prevent unwanted pregnancies, STDs and HIV, increase access to family planning methods, specifically Long Acting Reversible Contraceptives, and foster responsible decision making by individuals and families. Outreach, In-reach, and education to the Priority Population will be the task of Legacy's Community Relations Managers; Community Health Workers; Patient Educators; the Outreach and Enrollment Team; and even the providers themselves.

Community Relations Managers (CRM), one in each of our targeted communities, will be responsible for the distribution of flyers and pamphlets to local community agencies, schools, housing and apartment complexes, colleges and universities, community centers and detention centers. Community outreach will be provided throughout the Houston, Baytown, and Beaumont areas and include health tables at community events and presentations to inform various community organizations or community members of the Healthy Texas Women and Family Planning services available at Legacy's clinical sites. In addition, the CRM staff is responsible for forging relationships with community agencies that engage similar populations to Legacy. Through formal agreements, the partner agency agrees to actively refer patients to Legacy for their health care needs.

The CRMs, along with three new full-time Community Health Workers (CHW) will team up to participate in health fairs and local events and functions. Legacy will work collaboratively with other community agencies that are likely to serve individuals in need of family planning services. The CRM staff works with partner agencies including schools, colleges, community based agencies, detention centers, church groups, etc., to set up educational presentations facilitate by the CHWs. The CHWs will be available for free group education sessions at Legacy's various FQHC clinics and at other clinics or social services agencies in the community. Educational sessions can be done in one or a series of sessions depending on the interests of the group. Age appropriate topics range from making smart choices and building healthy relationships, to sexuality, HIV/STDs and contraception, especially Long Acting Reversible Contraceptives. Legacy will also offer parent education to help parents talk with their children and youth within their own family values. CHWs will be available to conduct workshops or presentations across each area by invitation by emailing or calling in a request. Linkages and referrals to service delivery sites can be facilitated by the CHWs and the CRMs to meet identified individual or community needs. All presentations and educational classes will be provided in English and Spanish. A significant part of raising awareness will be a grassroots effort in each community. Through flier distribution, community education and formal relationships, the CRM staff will help inform the target population of this program.

In-reach and education is the responsibility of Legacy's providers and Patient Educators. Providers represent a critical opportunity to educate patients on the types of services provided under the Family Planning Program as well as the health benefits of service. Providers will engage patients in an inclusive and respectful dialog during visits. When a patient presents a need for more education they will be referred to Legacy's Patients Educators. These staff members will be available for education sessions at Legacy's various FQHC clinics. Educational sessions can be done in one or a series of sessions depending on the needs of the client. Age appropriate topics range from making smart choices and building healthy relationships, to sexuality, HIV/STDs and contraception, especially Long Acting Reversible Contraceptives. Legacy will offer parent education to help parents talk with their children and youth within their own family values. Patient Educators will be available to conduct workshops or presentations at Legacy clinics by invitation by emailing or calling in a request. Linkages and referrals to service delivery sites can be facilitated by the Patient Educators to meet identified individual needs. All presentations and educational classes will be provided in English and Spanish. A significant part of raising awareness will be our education efforts through in-reach.

b. a description of the Applicant's implementation and evaluation strategy(ies);

Legacy has a long history of community outreach and education regaring family planning and comprehensive medical services and expects that implementation of Family Planning Program services will be a fairly uncomplicated process. The Marketing and Communications department will review existing collateral and promotional materials with Client Advisiory Councils for input on any changes required under this program's initiative. Along with this input, moderate changes will be made to outreach and education activities and materials to include specific locations, hours of services and Legacy contact information. This same strategy will be used in any and all marketing materials, digital, paid media, and print.

To evaluate Legacy's program promotion strategies, the department heads for the CRMs and CHWs staff will review run reports pulled from Salesforce, a Cloud-Based Customer Relationship Management tool, where staff document their activities in the community. Department heads for Patient Educators and Outreach and Enrollment will use Client Contact Forms to track all activities and encounters with the community, at the individual and group level. The department heads will use this information to determine if actitivies are reaching the intended target populations, to include numbers of individuals served, locations, type of outreach/education and demographics (as appropriate). The department heads will also track and review linkages to family planning services via Salesforce to assess whether or not Legacy sees an increase in the number of patients receiving family planning services. This analysis will occur on a monthly basis so changes can be implemented throughout the contract year, and so Legacy can maximize efforts to reach, educate and engage the communities we serve.

c. a description of the Applicant's Family Planning Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the proposed service area. Applicant must include a description of the outreach plan and strategies for marketing the program to the community.

Legacy will work collaboratively with other community agencies that are likely to serve individuals in need of family planning services. The Community Health Workers (CHWs) will be responsible for providing educational presentations to schools, colleges, community-based agencies, detention centers, church groups, other health centers, etc. The trained CHWs will provide free group education sessions at other Legacy clinic locations and at other community clinics and/or social services agencies in the community. Educational sessions can be done in one or a series of sessions depending on the interests of the group. Age appropriate topics range from making smart choices and building healthy relationships, to sexuality, HIV/STDs and contraception. We will also offer parent education to help parents talk with their children and youth within their own family values. CHWs will be available to conduct workshops or presentations across the city by invitation by emailing or calling in a request. CHW will also seek out community partners for locations to provide outreach and education services. Linkages and referrals to service delivery sites can be facilitated by the staff to meet identified individual or community needs. All presentations and educational classes will be provided in English and Spanish.

Legacy's Community Relations Managers (CRMs) will establish and maintain business partnerships with other entities in the community to establish formal and robust referral relationships, allowing for a seamless connection to Legacy's family planning services. The goal is to provide access to patients in need, while reducing any duplication of services. CRMs will meet with their community partners on a monthly or quarterly basis to assess the relationship and referral process, and to make improvements as needed.

The Marketing and Communications staff, inclusive of paid media, digital media, non-paid media and community relations, will work to increase awareness of Family Planning services. Legacy will implement the following key activities to promote services to the target population.

Paid Media
A variety of paid media are available to help promote this message and include print, magazine radio, outdoor opportunities.

Digital Media
Legacy will leverage our existing digital platform to promote this program to our target market and current patients. Digital media include Facebook, Twitter, Website, and our Blog. These social networking strategies utilize viral marketing methods to spread the word about services and events.

Non –Paid Media
Through relationship and media presence, Legacy will work to raise awareness around this program through appropriately timed press releases, PSA announcements and coverage on the agencies drive-time FM radio show, The Pulse.

Legacy will also use its Outeach and Enrollment Team (O/E Team) within each of the target communities. The O/E Team will provide individual client level support in analyzing the needs of the patient and the individual's current financial copacity before assisting patients with enrollment into resources as appropriate, whether they be for the Family Planning program or other financial resources such as Healthy Texas Women, other government grants, the Health

Insurance Marketplace and federally facilitated health insurance plans. The O/E Team are eligibility specialists specifically trained by Legacy to engage and assist community members in environments outside the walls of Legacy Clinics. The O/E Team is currently outfitted with mobile eligibility unites, inclusive of laptop, scanner/printer, HotSpot connections and electrical supply components. Legacy will leverage existing equipement already in use for providisn of these services. This allows the team to provide services inplaces such as other health care and social services agencies, along with schools, churches, multiservice centers, businesses and at community health fairs. The O/E Team works collaboratively with both CRMs and CHWs to meet patients where they are in the community. Providing services through a mobile approach also reduces barriers, such as transportation and child care, which are often impediments to initiating services for the target population. Legacy has successfully implemented this approach, which has shown increased enrollment rates for patients considered hard-to-reach.

5. Applicant must describe in the space provided how it will design, implement, and monitor Family Planning Program funds in order to ensure the provision of Family Planning and other support services to Patients throughout the duration of the contract.

Legacy's FP program budget was designed based on the combination of projected income generated under the FP Fee-for-Service Program plus the dollars required to provide services proposed herein. Projected Income from FP Fee-for-Service Program was calculated based on an encounter volume multiplied by expected reimbursement rate per patient under the FP Fee-for-Service Program, after all costs associated with Fee-for-Service provision. Costs associated with the proposal herein are the sum of the costs per activitity for the contract period. Legacy will expend all Fee for Service Review prior to drawing on Cost Reimbursement dollars.

Implementation and monitoring funds is an established practice at Legacy, with current contract in DSHS Primary Health Care, Expanded Primary Health Care and past contracts in both Family Planning Title X and XX. The budget will be monitored by Legacy's Vice President of Accounting and VP of Program Development and Grants. Monthly Grant Billing Meetings are held to discuss spending versus grant progress and to alleiviate any problems with billing. This ensures patients enrolled in the family planning program will continue to receive services based on assessment of utilization and ongoing need.

6. Applicant must describe in the space provided its internal Quality Assurance/Quality Improvement management and processes utilized to monitor services provided under the contract resulting from this open enrollment.

Legacy's Quality Assurance Department currently monitors health trends and conducts routine procedural and chart audits to ensure services aligns with best-practices, medical standards, and Legacy's Patient Centered Medical Home (PCMH) model of care. All providers are credentialed per Legacy's annual credentialing and privileging policy, which aligns with HRSA requirements, as well as assessment by their medical peers (peer review) for clinical competence and quality of health provision. All mid-level providers are supervised by physicians in accordance with their respective licensing boards. Provision of care is assisted by an Electronic Health Record System (EHRS) that aids clear documentation and clinical decision support, as well as improved communication via a patient portal and health information exchange. Legacy ensures that

physicians and medical support teams receive proper education and training within their respective disciplines. Ongoing training for providers is available through on-site classroom sessions as well as community and on-line continuing education opportunities.

The Quality Assurance Department is overseen by Legacy's Chief Medical Officer, Dr. Ann Barnes MPH, and directly supervised by Legacy's Senior Director of Quality and EHRS, Chris Hughes, RN. The Chief Medical Officer is a Board Certified physician and a Master of Public Health. The Senior Director of Quality & EHRS is a Registered Nurse (RN) and possesses over 18 years of nursing experience. Legacy's Chief Medical Officer also lead's the agency's Quality Committee. This is a standing committee that maintains statutory responsibility for guiding Quality Assurance activities throughout Legacy. To ensure the highest level of consumer satisfaction and the quality of contractor performance with programmatic and contractual requirements, Legacy's Family Planning program (Fee-for-Service and Cost Reimbursement) will include robust quality assurance and improvement processes led by intradepartmental Leadership in conjunction with the organization's Quality Assurance Department. The provision of quality services begins with department leadership. These personnel will ensure that staff members are adequately trained and monitored. The Quality Assurance Department then conducts chart, eligibility and billing audits for all enrolled patients. When problems are discovered the Quality Assurance Department, in conjunction with intra-department leadership devise a Corrective Action Plan (CAP) that outlines steps to rectify the issue. All CAPs are submitted to, reviewed, and ultimately approved by the Quality Committee. Progress is reported to the Quality Assurance Department by the department under the CAP. The agency's on-going measurement and monitoring program covers a multitude of variables including clinical, financial, operational, as well as patient and staff satisfaction. The data sources for monitoring and measuring include, but are not limited to:

- Reports from external audits and chart reviews, data from internal chart reviews and audit processes utilizing established Standards of Care and Outcome Measures, client satisfaction surveys, reports from Client Advisory Committees, and other focus group meetings, reports of formal and informal client complaints, demographic data from various care programs and services, reports documenting visit frequency and missed appointments, staff-generated reports delineating key concerns or quality issues.

- Peer reviews are conducted by licensed practitioners and medical directors to evaluate the provision of services and determine clinical competency. Findings are based on current clinical practice guidelines.

Legacy completes quality assurance and performance improvement assessments of each program and activity within the organization to identify the level of utilization of various programs and activities, as well as to ensure the maximum level of quality care provided to patients through systematic review processes. Continuous outcome and other process measures is the cornerstone of Legacy's performance improvement process. These on-going quality control and assessment activities determine whether or not the organization's systems are operating at "acceptable" levels. The success and diligence of the agency shall be based on the routine monitoring and shall be conducted on those items considered key indicator of success and diligence by the organization, funding sources, or regulatory agencies.

The Quality Assurance Department is structured independent of clinical and non-clinical

programs, and is managed by the Senior Director EHRS & Quality, Mr. Chris Hughes, RN. To improve and maintain services, it is of primary importance that both internal and external chart reviews and audits be reviewed and studied. Electronic systems used to measure data include the agency's patient management and electronic health record system, Centricity; CPCDMS (Centralized Patient Care Data Collection System) for Ryan White funded services; and various internal databases. Legacy utilizes two processes for reviewing any given outcome, universal reporting or random sampling. Reporting outcomes on the universe is the optimal outcome measurement, and is completed through the use of the agencies electronic health record. Random sampling reviews a subset of the universe if universal reporting is not feasible due to the volume or type of data being collected. Legacy utilizes random sampling to review patient health records for thoroughness, and provide quality improvement trainings to appropriate staff as necessary. Legacy's Risk Coordinator, Magaly Coronado is responsible for monitoring patient satisfaction via survey. Each clinic location has client satisfaction surveys distributed throughout the lobby and front desk. Findings from client satisfaction surveys are reported in a similar manner as chart audits, and when possible, Legacy will follow up with responders to gain insight into their experiences to continue to improve the service delivery experience. This information is reported to the Board of Directors monthly. During each program audit process, the Quality Assurance Department compiles a report outlining the key findings, reporting this information to the internal staff Quality Committee, as well as the Strategic and Quality Initiatives subcommittee of the Board of Directors. Findings from all evaluations and assessments, internal and external, are forwarded to Legacy's Executive Leadership.

The staff based Quality Committee conducts meetings at least six times per year, with optimal meetings scheduled each month, to discuss outcomes of chart audits. The Quality Committee is responsible for reviewing all evaluations and assessments forwarded by Department Directors and external regulatory bodies. The Quality Committee is composed of representatives from all departments and programs throughout the organization. In addition to the active role of Legacy's staff in the quality process, the Board of Directors also takes an active role in the quality assurance and performance improvement process. The Quality Committee will forward a summary of findings to the Strategic and Quality Initiatives subcommittee of the agency's Board of Directors, and subsequently, the subcommittee presents this data at each meeting with the full Board of Directors. Legacy's Performance Improvement Plan is available to our partnership agencies at their request.

To provide the level of quality support that will be needed for family planning services, Legacy proposes to add .1 new FTE for a quality analyst within the quality assurance department to conduct chart audits and submit analyzed reports to the Quality Committee.

7. Provide a copy of the current and valid Texas medical license for the Medical Director that will oversee Applicant's provision of Family Planning Services;

Medical licenses for Dr. Ann Barnes, MD/MPH; Dr. Patricia Hayes, MD; and Dr.

8. Provide resumes for the following key employees:

   a. Medical Director;
   b. Program Director;
   c. Clinical Director/Supervisor.

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BY:

TEXAS MEDICAL BOARD
IDENTIFICATION CARD

LICENSE/PERMIT NUMBER EXPIRATION DATE
K8494 11/30/2016

ANN SMITH BARNES, MD
3401 SOUTHMORE BLVD
HOUSTON TX 77004-6330

PHYSICIAN FULL PERMIT

TEXAS MEDICAL BOARD

P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029

PHYSICIAN FULL PERMIT

LICENSE/PERMIT NUMBER
K8494

EXPIRATION DATE
11/30/2016

ANN SMITH BARNES, MD
3401 SOUTHMORE BLVD
HOUSTON TX 77004-6330

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TEXAS MEDICAL BOARD

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EXPIRATION DATE 02/28/2017

PATRICIA MELO HAYES, MD
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TEXAS MEDICAL BOARD

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EXPIRATION DATE

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TEXAS MEDICAL BOARD

IDENTIFICATION CARD

LICENSE/PERMIT NUMBER N8433

EXPIRATION DATE 02/28/2017

VIAN HIEN NGUYEN, MD
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TEXAS MEDICAL BOARD

P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029

PHYSICIAN FULL PERMIT

LICENSE/PERMIT NUMBER

N8433

EXPIRATION DATE

02/28/2017

VIAN HIEN NGUYEN, MD
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HOUSTON TX 77002-82388617

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Please find the resumes/curriculum vitae for Ms. Katy Caldwell, Executive Director; Mr. Ben Glisan, Chief Financial Officer; Anne Barnes, MD MPH, Chief Medical Officer; Dr. Patricia Hayes, Medical Director Adult Medicine; Dr. Vian Nguyen, Medical Director Ob/Gyn; Ms. Tina Megdal, Vice President of Program Development. Ms. Megdal will serve as the Program Director for Legacy's Healthy Texas Women program until the Director of Programs – State Funded Programs is filled.

9. Applicants must fill out all the Program Forms and Contract Forms identified in Section 5.9 of this open enrollment.

Katy Caldwell

kcaldwell@legacycommunityhealth.org

Experience

Executive Director
1996- Present, Legacy Community Health Services, Houston TX

- Supervise all operations of the Clinic within the bounds of the Personnel Policies, Annual Plan and Job Descriptions. Fill all staff positions approved by the Board. Responsible for disciplinary action with any staff member when their performance is outside of those boundaries.
- Supervise and evaluate the performance of Department Directors as outlined in the personnel policies, program guidelines and job descriptions. Communicate and interpret Clinic policies and procedures as new policies are developed and questions occur.
- Responsible for all leave and travel approval.
- Review personnel, administrative and clinical policies and procedures annually. Coordinate the development of new and refinement of current policies and procedures.
- Prepare annual plan for program development by November 1 with Department Directors and present it to the Board with the annual budget. Supervise the implementation of the plan and report to the Board on the progress of the goals and objectives.
- Hold weekly meetings with the Department Directors, biweekly senior staff meetings and monthly general staff meetings.
- Supervise and coordinate all grant proposals for new and renewal grants with assistance from Community Services Director, Marketing and Development Director and other appropriate Department Directors.
- Supervise all fundraising and development activities. Coordinate these activities with the Development committee of the Board.
- Act as property manager for the Board. Supervise arrangements for all repairs and improvements to equipment and facilities.
- Report directly to the Executive Committee of the Board.
- Report to the Board the activities, statistics, management and finances of the Clinic.
- Attend monthly Executive Committee meetings and Board Meetings and other Board Committee Meetings as needed. Act as an advisor to the Board in financial, management and program issues.

Managing Partner
1995-1996, Quantum Consultants, Houston TX

Treasurer
1991-1994, Harris County, Houston TX

Education

University of Houston
Houston, TX

- Bachelor of Science- Biology

Ben Glisan

bglisan@legacycommunityhealth.org

Experience

Chief Financial Officer
2011 – Present, Legacy Community Health Services, Houston TX
- Supervise all financial activities of the Clinic
- Responsible for the overall development of annual budget
- Responsible for banking relationships

Managing Director/Owner
2002 – Present, Pinyon Advisors, Houston TX
- Acquire and managed a portfolio of distressed debt
- Develop hospitality and multi-family real estate projects
- Supervise construction of owned properties
- Provide financial consulting services to small to medium sized businesses

Managing Director/Treasurer
1997-2002, Enron Corp, Houston TX
- Supervised 120 finance professionals globally
- Responsible for all global debt issuances
- Responsible for daily cash management

Manager
1995-1997, Arthur Andersen, Houston TX
- Provided transaction consulting to large Multi-National Corporations

Manager
1992-1995, Coopers & Lybrand, Dallas TX
- Provided transaction consulting and audit services to financial institutions

Assistant Vice President
1988-1990, Bank One, Austin TX
- Responsible for a portfolio of loans and assisted in the acquisition of banks in Central Texas

Education

The University of Texas at Austin
Austin, TX
- Master of Business Administration
- Bachelor of Business Administration

ANN SMITH BARNES, MD, MPH

Personal
3401 Southmore Boulevard
Houston, TX 77004
Cell: 832-541-9618
acbarnes1@gmail.com

Professional
1415 California
Houston, TX 77006
Office: 832-548-5053
abarnes@legacycommunityhealth.org

Education

University of Texas School of Public Health
Houston, TX: 2009, Masters in Public Health, Health Promotion and Education

Harvard Medical School
Boston, MA: 1996, M.D.

Yale College
New Haven, CT: 1991, B.S. in Psychobiology (*cum laude*)

Professional Experience

Chief Medical Officer, Legacy Community Health Services (Houston, TX) July 2014 – present
Executive physician of a large Federally Qualified Health Center. Responsible for the oversight of Public Health services (community outreach, linkage to care, patient education) as well as clinical services and care quality in Adult Medicine, Pediatrics, Ob/Gyn, Behavioral Health, Dentistry, and Vision in multiple clinical sites in Houston, Baytown, and Beaumont, TX.

Medical Director of Weight Management Services and Disease Prevention, Harris Health System (Harris County, TX) August 2008 – June 2014
Administrative clinician leader focused on equipping the public healthcare system to identify and manage excess weight and to prevent disease among patients served.

Accomplishments:

- Partnered with multi-disciplinary leaders throughout the health system to identify and inventory existing health system resources and to promote healthy eating, physical activity, and weight management for patients
- Worked with Information Technology team to create the infrastructure necessary for providers to easily connect patients with existing internal resources for weight management
- Quantified the number of patients with excess weight and the rates at which at risk patients were connected to weight management services within the healthcare system
- Developed practice recommendations with ambulatory provider team to identify and manage excess weight in patients based on national standards and the data above

- Increased organizational capacity to meet current national requirements (meaningful use and HEDIS) for the identification and management of overweight and obesity among adult and pediatric patients
- Identified and convened aligned community partners for joint health promotion activities
  - Helped to create Healthy Harvest clinic-based farmer's markets which received the 2012 Gage Award for Harris County Hospital District from the National Association of Public Hospitals and Health Systems
  - Helped to create a collaboration between Harris County Hospital District and the YMCA of Houston to provide Diabetes Prevention Program services to patients diagnosed with pre-diabetes
- Collaborated with research partners to bring resources to Harris County Hospital District for the purpose of understanding best practices for health promotion in populations served by public healthcare systems

Medical Director, Adult Weight Management Clinic, Harris Health System (Harris County, TX) 2001 – present
Founder and clinical director of a multi-disciplinary clinic developed to support and coach patients through weight loss and weight management to improve their health

- Convened and engaged health promotion services and nutrition services in a multi-faceted, one-stop clinical experience to help patients with weight control
- Successfully assisted patients with weight loss and improvements in chronic diseases
- Partnered with pharmacy services to implement an evidence based-strategy (partial meal replacements) to assist patients with weight control

Associate Professor, Internal Medicine, Baylor College of Medicine (Houston, TX) 2013 – present (Instructor 1999-2001, Assistant Professor 2001-2013)
Clinician and educator within Harris Health System committed to the delivery of excellent and respectful care of patients and the training of physicians and medical students. Researcher at Baylor College of Medicine interested in weight loss maintenance in African American adults

- Gained 14 years of clinical experience in primary care and in-patient medicine in the care of low-income and ethnic minority populations
- Maintained proficiency in medical Spanish through the care of Spanish-speaking only patients
- Gained 14 years of experience in both didactic and clinical education in the field of medicine
- Received NIH Career Development award funding and gained 10 years of experience in epidemiological research and analysis

Intern and Resident, Internal Medicine/Primary Care, Brigham and Women's Hospital (Boston, MA) 1996-1999
Trainee in internal medicine and primary care focused on learning best-practices of patient care, leadership in medicine, and tenets of being an excellent educator

Adjunct Faculty, Department of Sociology, Rice University (Houston, TX) 2012 – present

Co-faculty (Spring 2012)/Faculty (Spring 2014) for undergraduate medical sociology course designed to explore the sociology of medicine, the healthcare system, and the social determinants of health

- Gained experience as an undergraduate educator and mentor for pre-medical students
- Gained deeper understanding of the social influences (culture, race, and economics) that affect health, especially in vulnerable populations

Professional Credentials

- Board Certified, American Board of Internal Medicine: 1999, recertification 2009
- Licensed Physician, Texas Medical Board, 1999 - present
- DPS and DEA certified, 1999 - present

Honors and Awards

- **YWCA 2016 Outstanding Woman in Healthcare.** Awards Luncheon scheduled for May 19, 2016.
- **Health Advocacy Award.** Presented by Doctors for Change, Houston, TX. Acknowledged for bringing produce markets to community health centers and for participating in county-wide efforts to prevent and reduce childhood obesity. December 6, 2013.
- **Fulbright and Jaworski Faculty Excellence Award** in Teaching and Evaluation. April 12, 2013
- **Most Valuable Player** award recipient for February 2013. Presented by the Senior Vice President of Ambulatory Care Services at Harris Health System (Harris County Hospital District) for work on healthy living resources and obesity care throughout the health system
- **Innovation Champion** designation January 2013. Presented by Harris Health System Department of Innovation for idea to create clinic-based farmer's markets to improve patient, staff, and community health
- **ServiceFIRST Hero** award by Harris Health System for exceptional service. Nomination letter submitted by a patient, November 12, 2012
- **Gage Award** recipient along with Harris County Hospital District for Healthy Harvest Clinic-based Farmer's Market program. Presented by the National Association of Public Hospitals, June 2012
- **D.A.V.E (Dedicated Academician who Values Excellence)** award recipient for 2011. Presented by the Section of General Internal Medicine at Ben Taub General Hospital, Houston, TX
- Fellow, **American Leadership Forum**/Houston-Gulf Coast Chapter, Class XXIX, 2011-12
- Finalist for the Houston Business Journal's "2010 Health Care Heroes" Award in Service Philanthropy. May 19, 2010
- **"Pioneer in the Community"** award recipient. Presented by the Knights of St. Peter Claver and the Ladies' Auxillary of Our Mother of Perpetual Help/St. Benedict DeMoor Council and Court No. 72, Houston, TX. March 7, 2009
- Award recipient of Rotary International Group Study Exchange program to France. Month-long vocational and cultural exchange, March 2008

- Profiled in nationally distributed Aetna African American History Calendar (February). *A healthful life approach: African Americans addressing obesity* (http://www.aetna.com/diversity/aahcalendar/2007/profiles_feb.html). 2007
- National Medical Association Merit Scholarship in recognition of outstanding academic achievement, leadership, community involvement and distinguished contributions to medicine, 1995
- **Benjamin Silliman Cup** for the senior making the most contributions to Silliman College of Yale University, 1991
- **William F. Bellamy, Jr. Award** for a junior of outstanding character at Yale University, 1990

Special Skills

Proficiency in medical and conversational Spanish.

Professional Committees and Service Activities

- National Organizations
  - American Medical Association Medical Education Workgroup on Obesity 2010-2012
  - American Medical Association Obesity Advocacy Workgroup 2010-present
- College-wide Committees, Baylor College of Medicine
  - Baylor College of Medicine Diversity Council, 2005-present
  - Affirmative Action Committee, 2004-present
- Department of Medicine Committees, Baylor College of Medicine
  - Medical Student Core Medicine Evaluation Committee, 2000-2010
  - Intern Selection Committee, 2000-2002
  - Ambulatory Care Committee, 2000-2004
  - Primary Care Committee, 2002-2007
- Committee and Workgroup service, Harris Health System (Harris County Hospital District)
  - Patient Centered Medical Home workgroup. Responsible for building Obesity management platform for adults and children, 2012-present
  - Project Owner for DSRIP/1115 Waiver project on prescribing health eating (produce), 2012-present
  - Project Owner for DSRIP/1115 Waiver project on expansion of clinical obesity services throughout Harris Health System, 2012
  - Project Manager for Harris Health/YMCA Diabetes Prevention Program collaboration, 2011-present
  - Founder and Chair, Weight Management Initiative. Multi-disciplinary committee formed to assess and create a standard of care for weight management across the life-span in patients served by Harris Health System, 2006-2012
  - Health Resources and Services Administration, Patient Safety and Clinical Pharmacy Services Collaborative. Collaborative with pharmacy clinical services at Harris County Hospital District to develop and implement health promotion

services for high risk patients through clinical pharmacy providers, National, 2009
- Patient and Family Education Committee. Responsible for reviewing all informational and education literature that is given to patients and their families, 2000-2004
- Education of Patients and Family Function Documentation. Responsible for ensuring HCHD met standards for JCAHO, 2000-2004

Community Boards, Committees, and Service

- Advisory Board, Kinder Institute, Rice University, Houston, TX 2016
- Executive Committee, Early Matters, Greater Houston Partnership, Houston, TX 2015-present
  - Co-chair, Health Systems Workgroup 2015-present
- Executive Committee, Health Policy Institute, Texas Medical Center, Houston, TX, 2015-present (stipend paid)
- Advisory Board, Center for Community-Engaged Translational Research, University of Texas, MD Anderson, Houston, TX, 2015-present
- Board member, YMCA Houston Association, Houston, TX 2015-present
  - Healthy Living Committee, member 2015-present
- Health Equity Leadership Committee, American Heart Association, Houston, TX, 2014-2015
- Board Member, Ardmore Institute of Health, National, 2013-present
  - Human Resources Committee member, 2014; chair 2015-present
- Executive Committee and Steering Committee, Health Living Matters (Houston/Harris County Childhood Obesity Collaborative), Houston, TX, 2011-present
  - Chair, Executive Committee, 2012-2016, Member at Large, 2016
  - Steering Committee member, 2012-present
  - Community Forum Task Force member, 2013
- Community Advisory Committee, Texas Childhood Obesity Demonstration Project, Houston and Austin, TX 2012-2014
- Board Member, Weekley Family YMCA, Houston, TX 2011-2014
  - Youth Wellness Committee, 2011-2014
- Board Member, Communities in Schools, Houston, TX 2000-present
  - Health Services Committee Chair, 2001-present
  - Program Committee member, 2000-2001

Publications

Journals

- Barnes AS. *Overweight and Obesity: Different Risk and Different Management.* **Texas Heart Institute Journal.** Vol 42(3), Jun 2015: 237-8.
- Taylor WC, Kimbro RT, Evans-Hudnall G, McNeill LH, Barnes AS. *Sedentary Behavior, Body Mass Index, and Weight Loss Maintenance Among African American Women.* **Ethnicity & Disease.** Vol 25, Winter 2015: 38-45.
- Barnes AS. *Emerging Modifiable Risk Factors for Cardiovascular Disease in Women: Obesity, Physical Activity, and Sedentary Behavior.* **Texas Heart Institute Journal.** Vol 40 (3), June 2013: 293-5.

- Barnes AS, Kimbro RT. *Descriptive Study of Educated African American Women Successful at Weight-Loss Maintenance through Lifestyle Changes.* **Journal of General Internal Medicine.** Vol 27 (10), Oct 2012: 1272-9.
- Milton J, Barnes AS, Ndefo U, Erowele G. *Pharmacist-managed weight-loss program using meal-replacement product.* **American Journal of Health-System Pharmacy.** Vol 69, Sept 2012: 224-7.
- Barnes AS. *Obesity and Sedentary Lifestyles: Risk for Cardiovascular Disease in Women.* **Texas Heart Institute Journal.** Vol 39 (2), April 2012: 224-7.
- Barnes AS. *The Epidemic of Obesity and Diabetes: Trends and Treatment.* **Texas Heart Institute Journal.** Vol 38 (2), April 2011: 142-4.
- Barnes AS, Goodrick GK, Pavlik V, et al. *Weight Loss Maintenance in African-American Women: Focus Group Results and Questionnaire Development.* **Journal of General Internal Medicine**. Vol 22 (7), July 2007: 915-22.
- Hwang KO, Farheen K, Johnson CW, Thomas EJ, Barnes AS, Bernstam EV. *Quality of Weight Loss Advice on Internet Forums.* **American Journal of Medicine**. Vol 120 (7), July 2007: 604-9.

Book Chapters

- Barnes AS, Rogers M, Tran C-T. *Obesity as a Clinical and Social Problem.* **Medical Management of Vulnerable and Underserved Patients: Principles, Practice and Populations**. Eds. M Wheeler, T King, A Fernandez, D Schillinger, T Vilella, A Bindman, and K Grumbach. New York, McGraw-Hill: 2007, Chapter 31, pp 319-30.
- Deutch AY, Smith AC, Goldstein M. *3-Acetylpyridine-induced toxicity of the nigrostriatal system: delayed degeneration of the dopamine neurons.* **Progress in Parkinson's Disease Research.** Eds. F Hafti and WJ Weiner. Kisco, NY, Futura Publishing Co., Inc.: 1992, Chapter 20, pp 325-45.

Abstracts

- Barnes AS, Kimbro RT. *Descriptive Study of African American Men Successful at Long-term Weight Loss Maintenance.* **Journal of General Internal Medicine**. Expected in supplement 2013.
- Barnes AS. *Prescribing Pedometers in a Safety-Net Health System: Pilot and Feasibility Study Results.* **Journal of General Internal Medicine**. Expected in supplement 2013.
- Barnes AS, Kimbro RT. *Initial Weight Loss in African American Adults Successful at Long-term weight loss maintenance: Preliminary Results from the African American Weight Control Registry.* **Journal of General Internal Medicine**. Vol 26 (S1), 2011: p 351.
- Barnes AS, Goodrick GK, Pavlik V, et al. *A Pilot Study Using Partial Meal Replacement for Weight Loss in Low-income Patients.* **Journal of General Internal Medicine**. Vol 24 (S1), 2009: p 7.
- Hwang KO, Farheen K, Johnson CW, Thomas EJ, Barnes AS, Bernstam EV. *Quality of Weight Loss Advice on Internet Forums.* **Journal of General Internal Medicine**. Vol 22 (S1), 2007: p 30.
- Barnes AS, Goodrick GK, Pavlik V, et al. *Weight Loss Maintenance in African-American Women: Focus Group Results and Questionnaire Development.* **Journal of General Internal Medicine**. Vol 22 (S1), 2007: p 112

Research Experience

- African Americans Successful at Long-term Weight Loss Maintenance. Principal Investigator, Career Development Award, NIH/NIDDK DK064898 2003-2008, $720,000 (75% salary support)
- Evaluation of Partial Meal Replacement Program. Principal Investigator, Harris Health System, unfunded, 2012-present, unfunded
- Evaluation of Clinic-based Farmer's Market. Principal Investigator, 2012, unfunded
- RxHealth Pedometer Feasibility Study. Principal Investigator, 2009-2012, Harris County Hospital District Foundation, $5000
- AHRQ Eisenberg Center Grant. Obesity content expert, 2008-present, $6.8 million
- Partial Meal Replacement Pilot Study. Co-Investigator, 2005, unfunded
- Minority Supplement Award to Lifestyle Adherence in High CVD Risk African Americans. Supplement awardee, NIH/NHLBI HL69397 2002-2003, $68,000
- Depression and Dementia in Community Dwelling Elderly Referred to Adult Protective Services. Research Assistant, 1999, unfunded

Teaching Experience

Leadership

- Co-director of the Baylor College of Medicine **11th Annual Optimal Management of the Adult Medicine patient,** September 27-29th, 2007.
- Co-director of the Baylor College of Medicine **10th Annual Optimal Management of the Adult Medicine Patient,** September 28 to October 1, 2006.
- Co-director of the Baylor College of Medicine **9th Annual Optimal Management of the Adult Medicine Patient**, Originally schedule for September 22, 2005 (cancelled secondary to hurricane Rita)
- Co-coordinator of the Obesity Symposium for the **8th Annual Optimal Management of the Adult Medicine Patient**, September 30 to October 2, 2004.

Lectures (Invited)

- National:
  - *Weight and Weight Loss in Women.* Invited speaker at the National Women's Health Summit annual meeting. Discussed weight management in women. April 2015, Washington, DC
  - *Descriptive Study of African American Men Successful at Long-term Weight Loss Maintenance.* Oral abstract presentation at Society of General Internal Medicine Annual Meeting. April 27, 2013, Denver, CO
  - *Healthy Harvest.* Invited speaker at the National Association of Public Hospitals and Health Systems annual meeting. Discussed the role of clinic-based farmer's markets in population health. June 2012, San Francisco, CA
  - *Body Mass Index: PI CME.* Invited speaker for American Medical Association web-based CME program addressing obesity care in clinical practice. December 2011
  - *Obesity: Risk Factor or Disease?* Invited presenter at the National Association of Black Cardiologists annual meeting. Reviewed the evidence regarding the influence of obesity on cardiovascular risk. April 2, 2011, New Orleans, LA
- Regional:

- *Overweight vs Obesity: Different Conditions Worth Different Management.* Invited speaker at the Cardiovascular Disease in Women Conference at Texas Heart Institute, St. Luke's Hospital, Houston, TX. December 2014
- *Obesity and Sedentary Lifestyle: Behind the Desk, On the Couch, Sedentary is the new Obese.* Invited speaker at the Cardiovascular Disease in Women Conference at Texas Heart Institute, St. Luke's Hospital, Houston, TX. November 2012
- *Obesity and Sedentary Lifestyle: Cardiovascular Disease in Women.* Invited speaker at the Cardiovascular Disease in Women Conference at Texas Heart Institute, St. Luke's Hospital, Houston, TX. October 2011
- *The Epidemic of Obesity and Diabetes: Trends and Treatments.* Invited speaker at the Cardiovascular Disease in Women Conference at Texas Heart Institute, St. Luke's Hospital, Houston, TX. September 2010
- *We Will All Be Patients Someday.* Invited speaker at PRIMED meeting in Houston, TX. March 2009
- *Alli or Foe? Slim Fast or Slow? The Skinny on Outpatient Weight Management.* Invited speaker at the Baylor College of Medicine 11th Annual Optimal Management of the Adult Medicine Patient CME Course. Houston, TX. September 2007
- *Management of Overweight and Obesity Workshop.* Invited speaker at the Baylor College of Medicine 10th Annual Optimal Management of the Adult Medicine Patient CME Course. Houston, TX. September 2006
- *Management of Overweight and Obesity Workshop.* Invited speaker at the Baylor College of Medicine 8th Annual Optimal Management of the Adult Medicine Patient CME Course. Houston, TX. September 2004
- *Management of Overweight and Obesity Workshop.* Invited speaker at the Baylor College of Medicine 7th Annual Optimal Management of the Adult Medicine Patient CME Course. Houston, TX. September 2003
- *Obesity Treatment and Prevention: Management of Overweight and Obesity.* Invited speaker at the Baylor College of Medicine 5th Annual Optimal Management of the Adult Medicine Patient CME Course. Houston, TX. September 2001

Professional Presentations

- International:
  - *Grant Writing for the Novice.* Workshop co-facilitator. 30th annual Society of General Internal Medicine Meeting, Toronto, Canada. April 2007
- National:
  - *Eliminating Disporities in Diabetes and Cardiovascular Disease: Community-Based Physician Leadership.* Invited presentation to the American Medical Association's Commission to End Healthcare Disparities fall meeting, Chicago, Illinois, October 2013
  - *Changing the Paradigm: Using and Asset Model to Promote Health Equity.* Workshop at Annual Society of General Internal Medicine Meeting, Miami, Florida, May 2009
  - *Weight Management in the Office: A Practical Approach to Treating Obesity in the Office.* Pre-course at Annual Society of General Internal Medicine Meeting, New Orleans, LA, May 2005

- Regional:
  - *Management of Overweight and Obesity.* Workshop at the Annual Southern Society of General Internal Medicine Meeting, New Orleans, LA, February 2004
- Local
  - *We Will All Be Patients Someday.* APEX Course for all 4th year Baylor medical students, 2009, 2010, 2011, 2012, 2013, 2014, 2015
  - *Preventive Cardiology Forum XXIII.* Facilitator and panel discussant at University of Texas School of Medicine. Houston, TX February 2013
  - *Getting on the Same Page: Addressing Obesity through Policy and Practice.* Grand Rounds for the Department of Ob/Gyn at Baylor College of Medicine. Houston, TX. April 2011
  - *Obesity Management: The Evidence.* Grand Rounds for the Department of Family and Community Medicine at Baylor College of Medicine. Houston, TX. March 2011
  - *So Now Let's Talk About "Health" Reform: The Prevention and Treatment of Obesity.* Grand Rounds for the Department of Family and Community Medicine at Baylor college of Medicine. Houston, TX. April 2010
  - *Harris County Hospital District Weight Management Services.* Community Health Worker Training Program presentation. Houston, TX, September 2009
  - *Delivering Bad News.* Patient, Physician, and Society 3 course for 3rd year Baylor medical students. 2009
  - *Physician as Patient.* Grand Rounds for the Department of Medicine at Baylor College of Medicine. Houston, TX. July 2008
  - *Weight Management.* Workshop for the Department of Health Promotion Services, Harris County Hospital District. Houston, TX, October 2007
  - *Curbing the Epidemic of Obesity.* Presentation for Clinical Nursing Practice Update 2003: Maximizing Outcomes for the Medical-Surgical Patient. Harris County Hospital District Department of Nursing. Houston, TX, April 2003

Community presentations

- *The Impact of Health Related Behaviors: Individuals and Choices.* Invited by the Harris County Healthcare Alliance to their monthly lunch series to discuss how policies and environments influence an individual's ability to adopt healthy behaviors. Harris County, TX, April 10, 2015
- *Healthy Living Matters Summit.* Facilitator for commitment to action portions of the Summit evening reception and the main Summit activity aimed to mobilize community stakeholders to support policies that prevent and improve childhood obesity in Harris County, TX, January 29-30, 2014
- *Food Access, the Built Environment, and Childhood Obesity.* Invited presentation about the connection between food access, the built environment, childhood obesity and the role of policy in creating healthy environments. City of Houston, Community Transformation Initiative, Leadership Summit III, April 23, 2013
- *Policy: A Piece of the Childhood Obesity Puzzle.* Invited presentation on behalf of Healthy Living Matters about the role of policy in the management of childhood obesity in Harris County. Kinder Institute, Rice University, February 2013

- *Getting on the Same Page: Addressing Obesity.* Invited lecture for local non-profit, Doctors for Change. Discussed community and policy targets for obesity prevention and management. Catholic Charities, Houston, TX, February 2011
- *Christianity, Diet, Health, and Disease.* Invited presentation about faith, diet, health, and disease. City of Refuge Church, Houston, TX, February 2010
- *Screening for Chronic Diseases: What You Don't Know Can Kill You.* Invited presenter in break-out session the Houston Wellness Association's Obesity Summit, George R Brown Convention Center, Houston, TX, January 2010
- *Healthy Choices for a Healthy Life.* Invited speaker for 5 groups of 100 tenth grade girls. Discussed the impact of health choices on achieving life goals. Klein Forest High School, Houston, TX, October 2008 and 2009
- *Smart Steps to Health.* Invited speaker for Acres Home Clinic Tea Ladies group. Discussed healthy eating. Acres Home Clinic, Houston, TX, September 2009
- *Healthy Eating for a Healthy Life.* Invited presenter (with dietitian and health educator) for rotating small groups of Harris County employees of Commissioner El Franco Lee's office, Houston, TX, September 2009
- *Healthy Eating for a Healthy Life.* Invited lecture for 200 Harris County Employees. Harris County (El Franco Lee) Gym. Houston, TX, Spring 2009
- *Know Your Numbers.* Invited speaker for a group of non-medical men and women (WINGS Friendship Circle) at City of Refuge Church, Houston, Tx, July 2008
- *Health Careers.* Invited lunch-tim speaker for 13 recent high school graduates from ethnic minority communities participating in summer internship program through Communities in Schools Houston, TX, June 2008
- *Achieving a Healthy Weight.* Invited speaker for 5 groups of 100 tenth grade girls. Discussed the impact of health choices on achieving life goals. Klein Forest High School, Houston, TX, September 2007
- *Know Your Numbers.* Invited speaker for a group of adult church members at Our Mother of Mercy Catholic Church covering high blood pressure, cholesterol, diabetes, body mass index, and smoking cessation. Houston, TX, August 2007
- *Primary Care for Women, Stress and Your Health, and Benefits of Exercise.* Invited speaker for a group of non-medical men and women (WINGS Friendship Circle) at city of Refuge Church. Houston, TX, June 2007
- *Managing Your Weight.* Presentation given to a group of non-medical men and women during a health fair at Our Mother of Mercy Catholic Church. Houston, TX, April 2007
- *Looking Good and Feeling Good: Taking Charge of Your Health.* Presentation given to a group of 150 adults during an organization retreat for Communities in Schools. Topics included leading causes of death, exercise, smoking cessation, nutrition, stress management. Houston, TX, August 2002
- *Breast Health.* Invited speaker for a group of non-medical women during a Breast Cancer Awareness meeting at St. Stephen Baptist Church. Houston, TX October 2001
- *Health Issues for Women.* Presentation given to a group of non-medical women during an organizational retreat for Communities in Schools. Topics covered included leading causes of death in women and ways to prevent them, obesity, exercise, smoking cessation, nutrition and hormone replacement therapy. Houston, TX, August 2001
- Invited keynote speaker for high school students completing a summer employment program through Communities in Schools. Houston, TX, August 2000.

CURRICULUM VITAE
January 23, 2013

Patricia Melo Hayes, MD

Contact Information

3431 Broadmead
Houston, Texas 77025
832-746-5683
pmhayes2@sbcglobal.net

Education

Medical Degree — 2005 – 2009
The University of Texas Medical School- Houston
Houston, Texas

Bachelor of Science, Biology, Pre-Medicine — 2000 – 2004
St. Edwards University, Austin, Texas
University's Honors Program Graduate

Postgraduate Training

Internship and Residency — 2009 – present
Internal Medicine and Pediatrics
Baylor College of Medicine, Houston, Texas

Licensure and Board Certification

Board Eligible, Internal Medicine and Pediatrics — Licensure expected in 2013

Professional Memberships

American Academy of Pediatrics	2009 – present
National Internal Medicine and Pediatrics Residents' Association	2009 – present
American College of Physicians	2009 – present

Leadership Experience

Chapter President — 2006 – 2007
Texas Medical Association
The University of Texas Medical School
Houston, Texas
Managed organization of over 600 medical students. Planned conference and community health fairs, organized student programming on medical topics such as cultural diversity, developed business of medicine lecture series.

Retreat Transportation and Activity Chair — 2006
The University of Texas Medical School
Houston, Texas
Organized transportation for 200 individuals, ensuring timely departure and arrival. Organized food, beverage, and entertainment for members of new medical class to help them build long lasting relationships.

Team Captain Women's Soccer Team — 2003 – 2004
St. Edwards University
Austin, Texas

Teaching and Advisory Experience

Physical Diagnosis (PPS3) Course Instructor — 2011 – present
Baylor College of Medicine
Houston, Texas

Student Advisor — 2006 – 2007
Master advisor group for first-year medical students.

Campus Interview Liaison — 2005 – present
The University of Texas Medical School, Houston, Texas
Shared information about the university and provided housing for potential students, hosted social events, served as student panel member and discussion coordinator during interview lunches.

Research and Further Education

Houston Geriatric Education Center — 2008
Completed education related to elder abuse, mistreatment, and financial exploitation. Participated in interdisciplinary student team competition comprised of students from various health profession schools, including school of pharmacy, nursing, dentistry, physical therapy and social work.

Research in Infectious Disease — 2006
The University of Texas, Houston School of Medicine
Cuernavaca, Mexico
Researched genetic susceptibility to diarrhea in travelers to Mexico under supervision of Drs. and professors Pablo Okhuysen and Herbert Dupont.

Presentations and Publications

Hayes P. Abnormal presentation of a subdural abscess. Presented at monthly city-wide Infectious Disease Conference, Houston, Texas. 2011.

Hayes P. Elder abuse: an interdisciplinary team approach. Presented at Houston Geriatric Education Council Interdisciplinary Team Competition. Houston, Texas. 2008.

Mohamed J, DuPont H, Belkind J, **Hayes** P, et al. A novel single-nucleotide polymorphism in the lactoferrin gene is associated with susceptibility to diarrhea in North American travelers to Mexico. *Clin Infect Dis.* 2007 Apr;44(7):945-952. Epub: 2007 Feb 20.

Abstracts

Activity dependent neuromodulation, a putative mechanism for dopamine mediated reward processes in the hippocampus. Research in Neurobiology and Anatomy, The University of Texas, Houston School of Medicine, Houston, Texas. Under supervision of Dr. John Byrne, Professor. 2004 – 2006.

Service and Mentorship Experience

Advocacy, Education, Intervention, Outreach, Utilization (AEIOU) — 2010 – present
Internal Medicine and Pediatrics Clinic
Baylor College of Medicine
Houston, Texas
Advocacy and quality improvement project.

Service and Mentorship Experience, cont'd

Project Organizer, Annual Health Fairs — 2010 – present
Harris County Hospital District/Martin Luther King Community Health Center
Internal Medicine and Pediatrics Clinic, Baylor College of Medicine
Houston, Texas

American Medical Women's Association/Texas Medical Association Health Fair — 2006
Houston, Texas
Helped plan and participated in large city wide event. Distributed over-the-counter medications and nutritional information. Checked blood pressure and blood glucose. Provided eye screenings and free immunizations.

Service Project Volunteer, Class of 2009 — 2006
Helped coordinate and execute project with more than 50 volunteers from the medical school and members of the community. Helped repaint and landscape a disabled woman's home.

Committee Experience

Nominations Committee — 2012 – present
American Academy of Pediatrics
Internal Medicine and Pediatrics Section

Southern Regional Conference Planning Committee — 2010 – 2011
National Internal Medicine and Pediatrics Residents' Association

Curriculum Development Board — 2010 – 2011
Baylor College of Medicine, Pediatrics Quality Improvement
Education Modules

Program Internal Reviewer, Graduate Medical Education — 2010
Baylor College of Medicine
Houston, Texas

Student Representative — 2006 – 2007
Texas Medical Association Council on Constitution and Bylaws Medical
Worked with a council of physicians overseeing fact finding and serving as an advisory body on matters pertaining to the TMA Constitution and Bylaws.

Honors and Awards

Reba Michael Hill Research Award — 2011
Advocacy, Education, Intervention, Outreach, Utilization (AEIOU) Project
Department of Pediatrics, Baylor College of Medicine

First Place Award, Interdisciplinary Team Competition — 2008
Houston Geriatric Education Center

Honors and Awards, cont'd

National Institutes of Health Grant — 2006
Houston Summer Research Program
The University of Texas

Student Chapter of the Year — 2008
Texas Medical Association, UT Houston Chapter
The University of Texas Health Science Center
Houston, Texas

St. Edwards University Academic and Athletic Scholarships — 2000 – 2004
St. Edwards University Women's Soccer Team
Varsity lettered all four eligible NCAA years.

St. Edwards University Presidential Award — 2004
Awarded to 10 seniors who exemplify qualities of leadership, academic performance and service to the university and other communities.

Best Honors Program Senior Thesis: Ethical Debates on the Right to Die — 2004
St. Edwards University Honors Program

Biology Student of the Year
Department of Natural Sciences — 2004
St. Edwards University

Languages

Fluent in English, Spanish, and Portuguese

Citizenship

American, Brazilian

References

Available upon request

Vian H. Nguyen, MD

5422 Ariel Street Houston Tx 77096 832.563.4550 Email: viannguyen81@gmail.com

Objective: To join a group which shares a strong work ethic and a passion for women's healthcare

Experience:

The Methodist Hospital Obstetrics & Gynecology Residency Program July 2007–June 2011

Education:

Baylor College of Medicine July 2003 - June 2007
Doctor of Medicine

University of Houston Aug 1999 - June 2003
Bachelor of Science, Summa Cum Laude

Debakey High School for Health Professions Aug 1994 - June 1999
Valedictorian

Work:

Legacy Community Health Services
6550 Mapleridge Suite 106
Houston Tx 77081
Provider Aug 2015 - Present
Clinical Site Director April 2016 - Present

Exam Pro
Oral Board – Mock and Case List Examiner Aug 2015 - Present

Women's Healthcare Associates Aug 2011 – July 2015
7500 San Felipe Suite 1050
Houston Texas 77065
713-975-8353

Honors & Awards:

PGY2 Resident Teacher of the Year	2008 – 2009
Administrative Chief of Methodist Ob/Gyn Residency Program	2010 – 2011
Joseph A Lucci Chief Resident of the Year	2010 - 2011
Dr Benton Baker III Leadership Award	2010 – 2011
Chief Resident of the Year	2010 – 2011
Special Resident in Minimally Invasive Gynecology	2010 - 2011

Professional Societies:

American College of Obstetricians and Gynecologists - Fellow
American Medical Association – Member
Texas Medical Association – Member
Harris County Medical Society - Member

Volunteerism:

Child Advocates Inc.
Court Appointed Advocate June 2003 – March 2005
Young Professional for Children Dec 2008 - 2010

Publications/Research:

Nguyen V. "Cephalohematoma" Toy EC, Ross, L., Cleary, L., Papasakelariou, C. *Case Files Anatomy.* New York: McGraw-Hall, 2008.

Nguyen V. "Cervical Cancer" Toy EC, Ross, L., Cleary, L., Papasakelariou, C. *Case Files Anatomy.* New York: McGraw-Hall, 2008.

"COMPLEX RECTOVAGINAL FISTULAS: THE MANAGEMENT OF STARTLING COMPLICATIONS OF MESH USED FOR POSTERIOR COMPARTMENT PROLAPSE REPAIR"
Case Series
Abstract Presented at American Urogynecologic Society
Washington DC in May 2011

Certifications:

Board certified in Obstetrics & Gynecology 2013
Advance Cardiac Life support
Neonatal Advanced Life Support
USMLE steps I, II, III completed

Language Fluency:

Vietnamese, Conversational Spanish

References:

Eugene Toy, MD
The Methodist Hospital Obstetrics & Gynecology Residency Program
Program Director ectoy@tmhs.org/713.756.5616

Priti Schachel, MD
The Methodist Hospital Obstetrics & Gynecology Residency Program
Teaching Attending PSchachel@tmhs.org/713.756.7515

Christopher Hobday, MD
The Methodist Hospital Obstetrics & Gynecology Residency Program
Teaching Attending cdhobday@tmhs.org/713.865.1122

Tina Megdal

tmegdal@legacycommunityhealth.org

Experience

Vice President of Programs
07/11- Present, Legacy Community Health Services, Houston TX

- Provide overall management of the Social Services and Education Departments.
- Provides direct supervision to the Director of Body Positive and Director of Education.
- Oversees all aspects of the grant management for the Social Services, Body Positive and Education Departments, which includes grant submission, monthly reporting, and quarterly reporting.
- Represent the Clinic at the City of Houston Community Planning Group and the Texas Department of Health Planning Group and be the alternate member at the Houston HSDA Care Consortium. Responsible for all planning, development and implementation of programs for the Social Services, Wellness, and Education Departments.
- Serve with the Executive Director on the Strategic Planning Committee of the Board of Directors.

Senior Director of Client Services

- 01/01- 06/11, Legacy Community Health Svcs, Houston TX
- Responsible for all planning, development and implementation of programs.
- Serve with Executive Director on the Strategic Planning Committee of the Board of Directors.

Director of Client Services
08/99-01/00, Montrose Clinic, Houston TX

- Provide overall management of the Clinical and Social Services Department.
- Oversee all aspects of the grant management, which includes grant submission, monthly/quarterly reporting.
- Oversee all aspects of the grant management, which includes grant submission, monthly/quarterly reporting.

Director of Education
04/98-07/99 Montrose Clinic, Houston TX

- Provide overall management of the Education Department. Develop and update all educational material including Next Step program and treatment adherence program.
- Participate in the design, implementation and analysis of Clinic service evaluation system.

Education

University of Houston
Houston, TX- 1989-1996

- Masters of Education and Counseling
- Bachelor of Science, Psychology

FORM B: TABLE OF CONTENTS AND CHECKLIST

Legal Business Name: Legacy Community Health Services, Inc.

In coordination with the requirements of **Section 5.9 Organization of Electronic Submission of Application,** this form is provided to ensure Applicants submit the required forms.

FORM C: TEXAS COUNTIES AND REGIONS

Legal Business Name: Legacy Community Health Services, Inc.

Applicant must identify the counties in which it proposes to provide the services required under this enrollment by placing a checkmark or an X in the respective county(ies) box(es).

Counties	☑	R
-A-		
Anderson	☐	04
Andrews	☐	09
Angelina	☐	05
Aransas	☐	11
Archer	☐	02
Armstrong	☐	01
Atascosa	☐	08
Austin	☐	06
-B-		
Bailey	☐	01
Bandera	☐	08
Bastrop	☐	07
Baylor	☐	02
Bee	☐	11
Bell	☐	07
Bexar	☐	08
Blanco	☐	07
Borden	☐	09
Bosque	☐	07
Bowie	☐	04
Brazoria	☐	06
Brazos	☐	07
Brewster	☐	10
Briscoe	☐	01
Brooks	☐	11
Brown	☐	02
Burleson	☐	07
Burnet	☐	07
-C-		
Caldwell	☐	07
Calhoun	☐	08
Callahan	☐	02
Cameron	☐	11
Camp	☐	04
Carson	☐	01
Cass	☐	04
Castro	☐	01
Chambers	☐	06
Cherokee	☐	04
Childress	☐	01
Clay	☐	02
Cochran	☐	01
Coke	☐	09
Coleman	☐	02
Collin	☐	03
Collingsworth	☐	01
Colorado	☐	06
Comal	☐	08
Comanche	☐	02
Concho	☐	09
Cooke	☐	03
Coryell	☐	07
Cottle	☐	02
Crane	☐	09
Crockett	☐	09

Counties	☑	R
Crosby	☐	01
Culberson	☐	10
-D-		
Dallam	☐	01
Dallas	☐	03
Dawson	☐	09
Deaf Smith	☐	01
Delta	☐	04
Denton	☐	03
DeWitt	☐	08
Dickens	☐	01
Dimmit	☐	08
Donley	☐	01
Duval	☐	11
-E-		
Eastland	☐	02
Ector	☐	09
Edwards	☐	08
Ellis	☐	03
El Paso	☐	10
Erath	☐	03
-F-		
Falls	☐	07
Fannin	☐	03
Fayette	☐	07
Fisher	☐	02
Floyd	☐	01
Foard	☐	02
Fort Bend	☐	06
Franklin	☐	04
Freestone	☐	07
Frio	☐	08
-G-		
Gaines	☐	09
Galveston	☐	06
Garza	☐	01
Gillespie	☐	08
Glasscock	☐	09
Goliad	☐	08
Gonzales	☐	08
Gray	☐	01
Grayson	☐	03
Gregg	☐	04
Grimes	☐	07
Guadalupe	☐	08
-H-		
Hale	☐	01
Hall	☐	01
Hamilton	☐	07
Hansford	☐	01
Hardeman	☐	02
Hardin	☐	05
Harris	☒	06
Harrison	☐	04
Hartley	☐	01
Haskell	☐	02

Counties	☑	R
Hays	☐	07
Hemphill	☐	01
Henderson	☐	04
Hidalgo	☐	11
Hill	☐	07
Hockley	☐	01
Hood	☐	03
Hopkins	☐	04
Houston	☐	05
Howard	☐	09
Hudspeth	☐	10
Hunt	☐	03
Hutchinson	☐	01
-I-		
Irion	☐	09
-J-		
Jack	☐	02
Jackson	☐	08
Jasper	☐	05
Jeff Davis	☐	10
Jefferson	☒	05
Jim Hogg	☐	11
Jim Wells	☐	11
Johnson	☐	03
Jones	☐	02
-K-		
Karnes	☐	08
Kaufman	☐	03
Kendall	☐	08
Kenedy	☐	11
Kent	☐	02
Kerr	☐	08
Kimble	☐	09
King	☐	01
Kinney	☐	08
Kleberg	☐	11
Knox	☐	02
-L-		
Lamar	☐	04
Lamb	☐	01
Lampasas	☐	07
La Salle	☐	08
Lavaca	☐	08
Lee	☐	07
Leon	☐	07
Liberty	☐	06
Limestone	☐	07
Lipscomb	☐	01
Live Oak	☐	11
Llano	☐	07
Loving	☐	09
Lubbock	☐	01
Lynn	☐	01
-M-		
Madison	☐	07
Marion	☐	04

Counties	☑	R
Martin	☐	09
Mason	☐	09
Matagorda	☐	06
Maverick	☐	08
McCulloch	☐	09
McLennan	☐	07
McMullen	☐	11
Medina	☐	08
Menard	☐	09
Midland	☐	09
Milam	☐	07
Mills	☐	07
Mitchell	☐	02
Montague	☐	02
Montgomery	☐	06
Moore	☐	01
Morris	☐	04
Motley	☐	01
-N-		
Nacogdoches	☐	05
Navarro	☐	03
Newton	☐	05
Nolan	☐	02
Nueces	☐	11
-O-		
Ochiltree	☐	01
Oldham	☐	01
Orange	☐	05
-P-		
Palo Pinto	☐	03
Panola	☐	04
Parker	☐	03
Parmer	☐	01
Pecos	☐	09
Polk	☐	05
Potter	☐	01
Presidio	☐	10
-R-		
Rains	☐	04
Randall	☐	01
Reagan	☐	09
Real	☐	08
Red River	☐	04
Reeves	☐	09
Refugio	☐	11
Roberts	☐	01
Robertson	☐	07
Rockwall	☐	03
Runnels	☐	02
Rusk	☐	04
-S-		
Sabine	☐	05
San Augustine	☐	05
San Jacinto	☐	05
San Patricio	☐	11
San Saba	☐	07

Counties	☑	R
Schleicher	☐	09
Scurry	☐	02
Shackelford	☐	02
Shelby	☐	05
Sherman	☐	01
Smith	☐	04
Somervell	☐	03
Starr	☐	11
Stephens	☐	02
Sterling	☐	09
Stonewall	☐	02
Sutton	☐	09
Swisher	☐	01
-T-		
Tarrant	☐	03
Taylor	☐	02
Terrell	☐	09
Terry	☐	01
Throckmorton	☐	02
Titus	☐	04
Tom Green	☐	09
Travis	☐	07
Trinity	☐	05
Tyler	☐	05
-U-		
Upshur	☐	04
Upton	☐	09
Uvalde	☐	08
-V-		
Val Verde	☐	08
Van Zandt	☐	04
Victoria	☐	08
-W-		
Walker	☐	06
Waller	☐	06
Ward	☐	09
Washington	☐	07
Webb	☐	11
Wharton	☐	06
Wheeler	☐	01
Wichita	☐	02
Wilbarger	☐	02
Willacy	☐	11
Williamson	☐	07
Wilson	☐	08
Winkler	☐	09
Wise	☐	03
Wood	☐	04
-Y-		
Yoakum	☐	01
Young	☐	02
-Z-		
Zapata	☐	11
Zavala	☐	08

FORM D: FAMILY PLANNING PROGRAM CONTACT PERSON INFORMATION

Legal Business Name: Legacy Community Health Center, Inc.

- This form provides information about the appropriate contacts in the Applicant's organization.
- Mark N/A if a contact does not apply to your agency.
- ALL phone numbers should be a direct line to the designated individual.
- If any of the following information changes during the term of the contract, please send written notification to the program.

Contacts			
Billing Contact		*Executive Director*	
Last Name:	Garcia	Last Name:	Caldwell
First Name:	Melisa	First Name:	Katy
Salutation:	Mrs.	Salutation:	Ms.
Title:	V.P.Clinical Business Services	Title:	Executive Director
Email:	mgarcia@legacycommunityhealth.org	Email:	Katyc@legacycommunityhealth.org
Phone:	832-548-5077	Phone:	832-548-5050
Financial Director		*Medical Director*	
Last Name:	Glisan	Last Name:	Barnes
First Name:	Ben	First Name:	Ann
Salutation:	Mr.	Salutation:	Dr.
Title:	Chief Financial Officer	Title:	Chief Medical Officer
Email:	bglisan@Legacycommunityhealth.org	Email:	abarnes@legacycommunityhealth.org
Phone:	832-548-5053	Phone:	832-786-3408
Primary Program Contact		*Quality Assurance Contact*	
Last Name:	Megdal	Last Name:	Hughes
First Name:	Tina	First Name:	Chris
Salutation:	Ms.	Salutation:	Mr.
Title:	V.P. Programs	Title:	Senior Director of Quality/EHRS
Email:	tmegdal@legacycommunityhealth.org	Email:	chughes@legacycommunityhealth.org

Phone: 832-548-5077	Phone: 832-548-5102

FORM E: FAMILY PLANNING PROGRAM FUNDING REQUEST & PROPOSED NUMBER OF UNDUPLICATED PATIENTS

Legal Business Name: Legacy Community Health Services, Inc.

Family Planning Program contractors may seek reimbursement for project costs using the following methods:

A. Contractors will be reimbursed using the Fee-For-Service reimbursement method by submitting claims to TMHP for direct clinical care services provided to Patients, which will then be paid by HHSC; and

B. Contractors may seek cost reimbursement for services that enhance the Fee-For-Service services provided to Patients by submitting monthly vouchers for expenses detailed in the categorical budget attached to a contractor's contract.

NOTE: Applicants may request up to 100% of their total funding request to be reimbursed through the Fee-For-Service reimbursement method or Applicants may request a portion of their funding request to be reimbursed on a cost reimbursement basis in addition to the Fee-For-Service reimbursement method. However, the cost reimbursement amount requested may not exceed 50% of Applicant's total proposed funding request and ultimately, its funding award.

Enter the amount of funds requested in the boxes below:

Fee-for-Service Amount	$332,452.50
Cost Reimbursement Amount	$332,452.50
Total Amount	**$664,905.00**

The number of Unduplicated Patients an Applicant intends to serve through the Family Planning Program will be used to assess, in part, the Applicant's effectiveness in providing the proposed services under the contract resulting from this open enrollment. This number is the estimated total number of Unduplicated Patients to whom the Applicant will provide services at the proposed clinic sites. This total should be an estimate of the number of Unduplicated Patients the Applicant proposes to serve at the Family Planning Program clinic sites included in its application. Use the following average cost per Client OR submit an explanation of the average used by the agency: **$285.00**.

Enter the estimated number of Unduplicated Patients to be served during the term of the contract, categorized by State Fiscal Year in the table below.

Period of Time	**Proposed Number of Unduplicated Patients**
July 1, 2016 – August 31, 2016 -- FY'16	$94,986.43
September 1, 2016 – August 31, 2017 -- FY'17	569,918.57
Total Number	**$664,905.00**

Applicants must provide an explanation/justification if the average cost per Client exceeds the statewide average of $285.

FORM F: BUDGET GUIDANCE

F1-F7: Budget Category Detail Forms (Excel attached)

Legal Business Name: Legacy Community Health Services, Inc.

Applicants must complete the following forms, as applicable to the Applicant's funding request as indicated on Form E:

A. Fee-For-Service funding request ONLY
   1. No budget forms to complete
B. Fee-For-Service AND Cost Reimbursement funding request
   1. Budget Forms F and F-1 through F-7

The forms are posted as a separate Excel file on the Electronic State Business Daily (ESBD) for downloading and completion. Instructions for completing these forms are included with the Excel file. Applicants proposing to use only the Fee-For-Service reimbursement method are not required to complete budget forms.

Indirect Costs must not exceed 15% of the total personnel cost.

To assist in estimating the amount of Program Income generated through the Family Planning Program Fee-For-Service reimbursements, Applicant should consult the proposed Family Planning Program benefits package in Appendices A and B.

Contractors are required to participate in all HHSC-required Family Planning Program trainings. The contractor may attend in person or participate remotely. In the event the contractor would like to attend physically, they may include associated travel in their budget requests.

All equipment purchased with cost reimbursement funds must be purchased within the first quarter of the contract and approved by HHSC.

Form F: Budget Summary Worksheet

Column 1: Totals must be filled using budget category details forms (individual worksheets contained in budget spreadsheet). This must include the Applicant's proposed Family Planning Program funding request plus any co-pays the Applicant anticipates collecting from eligible Patients.

Columns 2 & 3: Distribute the total amount in Column 1 manually between Columns 2 & 3 for each budget category.

FORM F: BUDGET SUMMARY (REQUIRED)

Legal Business Name: Legacy Community Health Services

Budget Categories	Total Family Planning Program Budget (1)	HHSC Share Categorical & FFS (2)	Patient Co-Pays To Be Collected (3)
A. Personnel	$502,891		
B. Fringe Benefits	$108,624		
C. Travel	$0		
D. Equipment	$0		
E. Supplies	$16,450		
F. Contractual	$0		
G. Other	$36,940		
H. Total Direct Costs	$664,905	$0	$0
I. Indirect Costs	$0		
J. Total (Sum of H and I)	$664,905	$0	$0

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 and 3. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Catetory	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	**Personnel**	**$0**	**$502,891**	**Fringe Benefits**	**$0**	**$108,624**
	Travel	**$0**	**$0**	**Equipment**	**$0**	**$0**
	Supplies	**$0**	**$16,450**	**Contractual**	**$0**	**$0**
	Other	**$0**	**$36,940**	**Indirect Costs**	**$0**	**$0**

TOTAL FOR:	**Distribution Totals**	**$0**	**Budget Total**	**$664,905**

FORM F-1: PERSONNEL Budget Category Detail Form

Legal Business Name: **Legacy Community Health Services**

[redacted] Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Physician (E.)	N	Responsible for administering care to patients.	0.5	MD	$20,833.33	14	$145,833
Nurse Practitioner (E.)	N	Responsible for administering care to patients under the supervision of physicians.	1.5	NP	$8,333.33	14	$175,000
Medical Assistant (E.)	N	Assists providers in all exams and minor office procedures.	2	NA	$2,666.67	14	$74,667
Eligibility Specialist (P.)	Y	Determines applicant eligibility for third party reimbursement.	1	N/A	$3,166.67	14	$44,333
Billing Specialist (P.)	Y	Responsbile for correcting, completing and processing claims of all payor codes.	1	N/A	$3,166.67	14	$44,333
Quality Analyst (E.)	N	Maintains awareness of legislative and regulatory activities related to health care and disseminates information to appropriate parties.	0.1	N/A	$2,708.33	14	$3,792
Accountant IV (E.)	N	Responsible for a variety of accounting functions and projects. Processes reports and reconciliations as well as research any discrepancies as needed.	0.05	N/A	$5,416.67	14	$3,792
Director of Programs (P.)	Y	Provides overall oversight and management of assigned programs/grants within a community-based healthcare organization.	0.05	N/A	$5,833.33	14	$4,083
Senior Director of Nursing (E.)	N	Responsible for patient care delivery, nursing and nurse practice throughout the facility/region.	0.05	N/A	$10,083.33	14	$7,058
							$0
							$0
							$0
							$0
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							$0

Revised: 7/6/2009

SalaryWage Total	$502,891

[redacted] **Itemize the elements of fringe benefits in the space below:**

Employer FICA 7.65%, Texas SUI 1.31%, Worker's Compensation .26%, Health Insurance and 403B Match 12.38%

Fringe Benefit Rate %	21.60%
Fringe Benefits Total	$108,624

FORM F-2: TRAVEL Budget Category Detail Form

Legal Business Name: Legacy Community Health Services

Description of Conference/Workshop	Justification	Location City/State	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					$0

Revised: 7/6/2009

Total for Conference / Workshop Travel $0

[illegible]

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					$0

Total for Other / Local Travel $0

Other / Local Travel Costs: $0 **Conference / Workshop Travel Costs:** $0 **Total Travel Costs:** **$0**

Indicate Policy Used: **Applicant's Travel Policy** [ ] **State of Texas Travel Policy** [ ]

Revised: 7/6/2009

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category

Detail Form

Legal Business Name: Legacy Community Health Services

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				$0

Total Amount Requested for Equipment: **$0**

FORM F-4: SUPPLIES Budget Category Detail Form

Legal Business Name: Legacy Community Health Services

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.).

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost
General Office Supplies	General supplies for daily administrative and clerical needs for all staff. Allocated at $299 per FTE/year.	$1,869
Medical Supplies	Utilized in the provision of primary health care services. Budgeted at $6.25 per unduplicated medical patients served.	$14,581
	TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for Supplies: **$16,450**

Revised: 7/6/2009

FORM F-5: CONTRACTUAL Budget Category Detail Form

Legal Business Name: Legacy Community Health Services

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates $100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						$0

Total Amount Requested for CONTRACTUAL: **$0**

FORM F-6: OTHER Budget Category Detail Form

Legal Business Name: Legacy Community Health Services

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
Rent Expense	Rent expense allocated at $2,970 per FTE/year.	$18,563
Telephone Expense	Telephone and internet expenses allocated at $539 per FTE/year.	$3,369
Utilities Expense	Electricity, natural gas and water expenses allocated at $242 per FTE/year.	$1,513
Liability Insurance	Liability insurance allocated at $188 per FTE/year.	$1,175
Occupancy/Facility Maintenance Expense	Building maintenance and repair expense allocated at $719 per FTE/year.	$4,494
Offsite Storage Costs	Offsite storage costs allocated at $59 per FTE/year.	$369
Equipment Maintenance & Repairs	Equipment maintenance, repairs and rental expenses allocated at $295 per FTE/year.	$1,844
Postage Costs	Postage expense allocated at $68 per FTE/year.	$425
Financial Audit Fees	Financial audit fees allocated at $281 per FTE/year.	$1,756
Payroll Processing Service	Payroll processing service allocated at $196 per FTE/year.	$1,225
Patient Transportation (i.e. bus vouchers, taxi fare)	Patient transportation assistance to appointments.	$1,209
Marketing Materials	Design, production and promotional items	$1,000
	TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for Other: **$36,940**

Revised: 7/6/2009

FORM F - 7 Indirect Costs

Legal Business Name: Legacy Community Health Services

Total amount of indirect costs allocable to the project: **Amount:**

Indirect costs are based on (mark the statement that is applicable):

___ The Applicant's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form F - 7 Indirect)**

RATE:
BASE:

___ ***Applies only to governmental entities*** . The Applicant's current central service cost rate **or** indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. **Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.**

RATE:
TYPE:
BASE:

___ [redacted]

GO TO PAGE 2 (below)

[redacted]

Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

FORM G: FAMILY PLANNING PROGRAM APPLICANT READINESS

Legal Business Name: Legacy Community Health Services, Inc.

Check Yes or No:

1. **Program Administration and Management**	Yes	No
e. As part of this Application, did your agency provide job descriptions that include specific duties for the key employees related to the Family Planning Program? • QA/QI personnel • Eligibility staff • Data collection staff • Billing staff	✓	
f. As part of this Application, did your agency provide resumes for the following key employees related to the Family Planning Program? • Medical Director • Program Director • Clinical Director/Supervisor	✓	
g. Does your agency have experience providing comprehensive primary and preventive health care (i.e., prevention, screening, diagnostic, treatment services, and appropriate referral)?	✓	
h. Is your agency a public entity that provides Family Planning Services including state, county, and local community health centers, Federally Qualified Health Centers, and clinics under the Baylor College of Medicine?	✓	
i. Is your agency a non-public entity that provides comprehensive primary and preventive care as a part of Family Planning Services?	✓	
j. Is your agency non-public entity that provides Family Planning Services but does not provide comprehensive primary and preventive care?		✓
k. Is your agency a current certified Texas Women's Health Program provider?	✓	
2. **Service Delivery**		
a. Does your agency have staff available to determine eligibility?	✓	
3. **Partnerships/Subcontracting**		
a. Does your agency plan to subcontract any of the required or optional services?		✓
4. **Data Collection and Billing Systems**		
a. Does your agency have a billing system and/or process to submit Fee-For-Service claims to the Texas Medicaid Healthcare Partnership (the Texas Medicaid Provider Procedures Manual provides detailed claims submission information and can be accessed on the TMHP website at: http://www.tmhp.com)?	✓	
5. **Use of Community Health Workers**		
a. Does your agency currently employ or plan to employ Community Health Workers for community outreach, education, or other client service activities?	✓	

If No is marked for any of the above, please explain:

Is your agency non-public entity that provides Family Planning Services but does not provide comprehensive primary and preventive care? No: Legacy Community Health Services, Inc. does not plan to subcontract any of the required or optional services. Legacy is able to provide all required or optional services.

FORM H: FAMILY PLANNING PROGRAM CLINIC SITE READINESS

Legal Business Name: Legacy Community Health Services, Inc.

Clinic Site # 1 of 5

Complete one form for every clinic site that will provide Family Planning Program Services funded through this open enrollment. Please complete the form by marking yes for no for each of the items listed below:

	Yes	No
Is there appropriate signage to identify funded entity?	☒	☐
Is there adequate space for clinical and administrative staff?	☒	☐
Are Family Planning Services provided under the purview of a Medical Director licensed in the state of Texas?	☒	☐
Does the clinic site have at least a Class D pharmacy license (or have applied for license)?	☒	☐
Are the required contraceptives available on-site?	☒	☐
Is there locked storage to protect confidential medical records, medications, and medical supplies?	☒	☐
Is there proper disposal for medical waste?	☒	☐
Is there CLIA certification for level of tests performed?	☒	☐
Is the clinic site in compliance with accessibility guidelines for persons with disabilities?	☒	☐
Is the clinic site geographically close to the target population?	☒	☐
Are the clinic site appointment hours convenient enough to meet the patients' needs?	☒	☐
Does the clinic site have clean exam rooms where services are delivered?	☒	☐
Does the clinic site have adequate space for Client intake?	☒	☐
Does the clinic site have adequate space for Patients to wait for their appointments?	☒	☐
Is there appropriate resources for and use of interpreter services and language translation?	☒	☐
Does the clinic site have financial management systems that include secure data storage?	☒	☐
Are there appropriate emergency policies, procedures, and supplies, as applicable?	☒	☐
If any of the above requirements are not currently in place, can they be in place by the contract award date?	☒	☐

If No is marked for any of the above, please explain:

Not Applicable

FORM H: FAMILY PLANNING PROGRAM CLINIC SITE READINESS

Legal Business Name: Legacy Community Health Services, Inc.

Clinic Site # 2 of 5

Complete one form for every clinic site that will provide Family Planning Program Services funded through this open enrollment. Please complete the form by marking yes for no for each of the items listed below:

	Yes	No
Is there appropriate signage to identify funded entity?	☒	☐
Is there adequate space for clinical and administrative staff?	☒	☐
Are Family Planning Services provided under the purview of a Medical Director licensed in the state of Texas?	☒	☐
Does the clinic site have at least a Class D pharmacy license (or have applied for license)?	☒	☐
Are the required contraceptives available on-site?	☒	☐
Is there locked storage to protect confidential medical records, medications, and medical supplies?	☒	☐
Is there proper disposal for medical waste?	☒	☐
Is there CLIA certification for level of tests performed?	☒	☐
Is the clinic site in compliance with accessibility guidelines for persons with disabilities?	☒	☐
Is the clinic site geographically close to the target population?	☒	☐
Are the clinic site appointment hours convenient enough to meet the patients' needs?	☒	☐
Does the clinic site have clean exam rooms where services are delivered?	☒	☐
Does the clinic site have adequate space for Client intake?	☒	☐
Does the clinic site have adequate space for Patients to wait for their appointments?	☒	☐
Is there appropriate resources for and use of interpreter services and language translation?	☒	☐
Does the clinic site have financial management systems that include secure data storage?	☒	☐
Are there appropriate emergency policies, procedures, and supplies, as applicable?	☒	☐
If any of the above requirements are not currently in place, can they be in place by the contract award date?	☒	☐

If No is marked for any of the above, please explain:

Not Applicable

FORM H: FAMILY PLANNING PROGRAM CLINIC SITE READINESS

Legal Business Name: Legacy Community Health Services, Inc.

Clinic Site # 3 of 5

Complete one form for every clinic site that will provide Family Planning Program Services funded through this open enrollment. Please complete the form by marking yes for no for each of the items listed below:

	Yes	No
Is there appropriate signage to identify funded entity?	☒	☐
Is there adequate space for clinical and administrative staff?	☒	☐
Are Family Planning Services provided under the purview of a Medical Director licensed in the state of Texas?	☒	☐
Does the clinic site have at least a Class D pharmacy license (or have applied for license)?	☒	☐
Are the required contraceptives available on-site?	☒	☐
Is there locked storage to protect confidential medical records, medications, and medical supplies?	☒	☐
Is there proper disposal for medical waste?	☒	☐
Is there CLIA certification for level of tests performed?	☒	☐
Is the clinic site in compliance with accessibility guidelines for persons with disabilities?	☒	☐
Is the clinic site geographically close to the target population?	☒	☐
Are the clinic site appointment hours convenient enough to meet the patients' needs?	☒	☐
Does the clinic site have clean exam rooms where services are delivered?	☒	☐
Does the clinic site have adequate space for Client intake?	☒	☐
Does the clinic site have adequate space for Patients to wait for their appointments?	☒	☐
Is there appropriate resources for and use of interpreter services and language translation?	☒	☐
Does the clinic site have financial management systems that include secure data storage?	☒	☐
Are there appropriate emergency policies, procedures, and supplies, as applicable?	☒	☐
If any of the above requirements are not currently in place, can they be in place by the contract award date?	☒	☐

If No is marked for any of the above, please explain:

Not Applicable

FORM H: FAMILY PLANNING PROGRAM CLINIC SITE READINESS

Legal Business Name: Legacy Community Health Services, Inc.

Clinic Site # 4 of 5

Complete one form for every clinic site that will provide Family Planning Program Services funded through this open enrollment. Please complete the form by marking yes for no for each of the items listed below:

	Yes	No
Is there appropriate signage to identify funded entity?	☒	☐
Is there adequate space for clinical and administrative staff?	☒	☐
Are Family Planning Services provided under the purview of a Medical Director licensed in the state of Texas?	☒	☐
Does the clinic site have at least a Class D pharmacy license (or have applied for license)?	☒	☐
Are the required contraceptives available on-site?	☒	☐
Is there locked storage to protect confidential medical records, medications, and medical supplies?	☒	☐
Is there proper disposal for medical waste?	☒	☐
Is there CLIA certification for level of tests performed?	☒	☐
Is the clinic site in compliance with accessibility guidelines for persons with disabilities?	☒	☐
Is the clinic site geographically close to the target population?	☒	☐
Are the clinic site appointment hours convenient enough to meet the patients' needs?	☒	☐
Does the clinic site have clean exam rooms where services are delivered?	☒	☐
Does the clinic site have adequate space for Client intake?	☒	☐
Does the clinic site have adequate space for Patients to wait for their appointments?	☒	☐
Is there appropriate resources for and use of interpreter services and language translation?	☒	☐
Does the clinic site have financial management systems that include secure data storage?	☒	☐
Are there appropriate emergency policies, procedures, and supplies, as applicable?	☒	☐
If any of the above requirements are not currently in place, can they be in place by the contract award date?	☒	☐

If No is marked for any of the above, please explain:

Not Applicable

FORM H: FAMILY PLANNING PROGRAM CLINIC SITE READINESS

Legal Business Name: Legacy Community Health Services, Inc.

Clinic Site # 5 of 5

Complete one form for every clinic site that will provide Family Planning Program Services funded through this open enrollment. Please complete the form by marking yes for no for each of the items listed below:

	Yes	No
Is there appropriate signage to identify funded entity?	☒	☐
Is there adequate space for clinical and administrative staff?	☒	☐
Are Family Planning Services provided under the purview of a Medical Director licensed in the state of Texas?	☒	☐
Does the clinic site have at least a Class D pharmacy license (or have applied for license)?	☒	☐
Are the required contraceptives available on-site?	☒	☐
Is there locked storage to protect confidential medical records, medications, and medical supplies?	☒	☐
Is there proper disposal for medical waste?	☒	☐
Is there CLIA certification for level of tests performed?	☒	☐
Is the clinic site in compliance with accessibility guidelines for persons with disabilities?	☒	☐
Is the clinic site geographically close to the target population?	☒	☐
Are the clinic site appointment hours convenient enough to meet the patients' needs?	☒	☐
Does the clinic site have clean exam rooms where services are delivered?	☒	☐
Does the clinic site have adequate space for Client intake?	☒	☐
Does the clinic site have adequate space for Patients to wait for their appointments?	☒	☐
Is there appropriate resources for and use of interpreter services and language translation?	☒	☐
Does the clinic site have financial management systems that include secure data storage?	☒	☐
Are there appropriate emergency policies, procedures, and supplies, as applicable?	☒	☐
If any of the above requirements are not currently in place, can they be in place by the contract award date?	☒	☐

If No is marked for any of the above, please explain:

Not Applicable

FORM I: FAMILY PLANNING PROGRAM CLINIC SITES

Legal Business Name: Legacy Community Health Services, Inc. **Clinic Site #** 1 **of** 5

CLINIC SITE INFORMATION:

Clinic Name:	**Legacy Mapleridge Clinic**		
Street Address:	**6550 Mapleridge St.**	Suite:	**106**
City:	**Houston**	County:	**Harris**
Zip Code:	**77081**	HHSR:	**6**
Clinic APPOINTMENT Phone #:	**832-548-5000**		
Clinic PRIMARY Phone #:	**713-779-7200**	Fax:	**713-665-2266**
Service Area *(counties to be served by this clinic site)*:	**Harris**		
Contact Person:	**Tina Megdal**		
Pharmacy License #:	**28965**	Class:	D
Date of Pharmacy License Application Submission:			
TPI#:	**080462705**	NPI #:	**1538414214**
Date of Medicaid Application Submission(if no TPI# or NPI#):			
Subcontractor Site:	☐ Yes	☒ No	
Mobile Site:	☐ Yes	☒ No	

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:00	12:00	12:01	5:00	5:01	7:00
TUESDAY	8:00	12:00	12:01	5:00		
WEDNESDAY	8:00	12:00	12:01	5:00	5:01	7:00
THURSDAY	8:00	12:00	12:01	5:00		
FRIDAY	8:00	12:00	12:01	5:00		
SATURDAY						
SUNDAY						

FORM I: FAMILY PLANNING PROGRAM CLINIC SITES

Legal Business Name: **Legacy Community Health Services, Inc.** **Clinic Site # 2 of 5**

CLINIC SITE INFORMATION: Complete this form for **EACH** clinic site that will provide Family Planning Program services funded under this enrollment.

Clinic Name:	**Legacy South Park Clinic**		
Street Address:	4550 Highland	Suite:	
City: **Beaumont**	County: **Jefferson**	Zip Code: **77705**	HHSR: **5**
Clinic APPOINTMENT Phone #:	**(832) 548-5000**		
Clinic PRIMARY Phone #:	**(409) 242 2525**	Fax:	**(409) 252 2526**
Service Area:	**Jefferson**		
Contact Person:	**Tina Megdal**		
Pharmacy License #:	28966 Class: D	Date of Pharmacy License Application Submission:	
TPI#:	**080462709**	NPI #:	**1235482878**
Date of Medicaid Application Submission(if no TPI# or NPI#):			
Subcontractor Site:	☐ Yes	☒ No	
Mobile Site:	☐ Yes	☒ No	

CLINIC HOURS

DAY	Morning From	Morning To	Afternoon From	Afternoon To	Evening (after 5pm) From	Evening (after 5pm) To
MONDAY	8:00	12:00	12:01	5:00		
TUESDAY	8:00	12:00	12:01	5:00		
WEDNESDAY	8:00	12:00	12:01	5:00		
THURSDAY	8:00	12:00	12:01	5:00		
FRIDAY	8:00	12:00	12:01	5:00		
SATURDAY						
SUNDAY						

FORM I: FAMILY PLANNING PROGRAM CLINIC SITES

Legal Business Name: **Legacy Community Health Services, Inc.** **Clinic Site # 3 of 5**

CLINIC SITE INFORMATION: Complete this form for **EACH** clinic site that will provide Family Planning Program services funded under this enrollment.

Clinic Name:	**Legacy Montrose Clinic**						
Street Address:	**1415 California**					Suite:	
City:	**Houston**	County:	**Harris**	Zip Code:	**77006**	HHSR:	**6**
Clinic APPOINTMENT Phone #:	**(832) 548-5000**						
Clinic PRIMARY Phone #:	**(409) 242 2525**			Fax:	**(832) 548 5092**		
Service Area:	**Harris**						
Contact Person:	**Tina Megdal**						
Pharmacy License #:	**NA**	Class:	**NA**	Date of Pharmacy License Application Submission:	**NA**		
TPI#:	**080462703**			NPI #:	**1679524961**		
Date of Medicaid Application Submission(if no TPI# or NPI#):							
Subcontractor Site:	☐ Yes	☒ No					
Mobile Site:	☐ Yes	☒ No					

CLINIC HOURS

	HOURS OF OPERATION					
DAY	**Morning**		**Afternoon**		**Evening (after 5pm)**	
	From	**To**	**From**	**To**	**From**	**To**
MONDAY	8:00	12:00	12:01	5:00	5:01	6:30
TUESDAY	8:00	12:00	12:01	5:00	5:01	6:30
WEDNESDAY	8:00	12:00	12:01	5:00	5:01	6:30
THURSDAY	8:00	12:00	12:01	5:00		
FRIDAY	8:00	12:00	12:01	5:00		
SATURDAY	9:00	12:00	12:01	2:00		
SUNDAY						

FORM I: FAMILY PLANNING PROGRAM CLINIC SITES

Legal Business Name: Legacy Community Health Services, Inc. **Clinic Site # 4 of 5**

CLINIC SITE INFORMATION:

Clinic Name:	Legacy Lyons Clinic						
Street Address:	5602 Lyons Avenue					Suite:	
City:	Houston	County:	Harris	Zip Code:	77020	HHSR:	6
Clinic APPOINTMENT Phone #:	(832) 548-5000						
Clinic PRIMARY Phone #:	(832) 548 5077			Fax:	(832) 548 5092		
Service Area:	Harris						
Contact Person:	Tina Megdal						
Pharmacy License #:	NA	Class:	NA	Date of Pharmacy License Application Submission:	NA		
TPI#:	080462704			NPI #:	1912290693		
Date of Medicaid Application Submission(if no TPI# or NPI#):							
Subcontractor Site:	☐ Yes	☒ No					
Mobile Site:	☐ Yes	☒ No					

CLINIC HOURS

	HOURS OF OPERATION					
DAY	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:00	12:00	12:01	5:00		
TUESDAY	8:00	12:00	12:01	5:00		
WEDNESDAY	8:00	12:00	12:01	5:00		
THURSDAY	8:00	12:00	12:01	5:00		
FRIDAY	8:00	12:00	12:01	5:00		
SATURDAY						
SUNDAY						

FORM I: FAMILY PLANNING PROGRAM CLINIC SITES

Legal Business Name: Legacy Community Health Services, Inc. **Clinic Site #** 5 **of** 5

CLINIC SITE INFORMATION:

Clinic Name:	**Legacy San Jacinto Clinic**						
Street Address:	**4301 Garth Rd.**					Suite:	**400**
City:	**Baytown**	County:	**Harris**	Zip Code:	**77521**	HHSR:	**6**
Clinic APPOINTMENT Phone #:	**(832) 548-5000**						
Clinic PRIMARY Phone #:	**(409) 242 2525**			Fax:	**(832) 548 5092**		
Service Area:	**Harris**						
Contact Person:	**Tina Megdal**						
Pharmacy License #:	**NA**	Class:	NA	Date of Pharmacy License Application Submission:	**NA**		
TPI#:	**080462703**			NPI #:	**1679524961**		
Date of Medicaid Application Submission(if no TPI# or NPI#):							
Subcontractor Site:	☐ Yes	☒ No					
Mobile Site:	☐ Yes	☒ No					

CLINIC HOURS

	HOURS OF OPERATION					
DAY	**Morning**		**Afternoon**		**Evening (after 5pm)**	
	From	**To**	**From**	**To**	**From**	**To**
MONDAY	8:00	12:00	12:01	5:00		
TUESDAY	8:00	12:00	12:01	5:00		
WEDNESDAY	8:00	12:00	12:01	5:00		
THURSDAY	8:00	12:00	12:01	5:00		
FRIDAY	8:00	12:00	12:01	5:00		
SATURDAY						
SUNDAY						

FORM J: SERVICES PROFILE TABLE

Legal Business Name: Legacy Community Health Service, Inc.

Fill out this form ***for each clinic site*** for which a Family Planning Program Clinic Site (Form I) was completed. Indicate how each supply or service is provided to patients. If a supply or service will not be provided, an explanation must be included.

Note: All FDA-approved methods of contraception (with the exception of emergency contraception) must be made available to the client, either directly or by referral to another provider of contraceptive services, at the fee that would be charged if the method or service were provided on-site.

Applicants must offer the full range of available contraception methods, either on-site or by referral. At a minimum, the following services must be available to patients on-site:

- Anti-infectives for the treatment of STIs/STDs;
- Barrier methods and spermicides;
- Injectable hormonal contraceptive;
- Oral contraceptives;
- Sexual abstinence education and counseling; and
- Transdermal hormonal contraceptive (patch) or vaginal hormonal contraceptive (ring).

Clinic Name: Legacy Mapleridge Clinic	**Clinic Site # 1 of 5**

Supply or Service	Provided On-Site	Provided Through Referral	Referral Provider Name & Location
Informed Consent	✓		
History	✓		
Physical Assessment	✓		
Lab Testing	✓		
Pap Test	✓		
Client Education/Counseling	✓		
Pregnancy Diagnosis / Counseling	✓		
STI/STD Testing	✓		
STI/STD Treatment	✓		
HIV Testing	✓		
Level I Infertility Services	✓		

Supply or Service	Provided On-Site	Provided Through Referral	Referral Provider Name & Location
Minor GYN Problems	✓		
Health Promotion / Disease Prevention	✓		
Special GYN Procedures	✓		
Female sterilization *(counseling provided, consent signed, scheduling & payment for procedure, even if procedure done elsewhere)*	✓		
Intrauterine Contraception (IUD/IUS)	✓		
Hormonal Implant (Nexplanon™)	✓		
Medroxyprogesterone Acetate (DMPA/Depo)	✓		
Oral Contraceptives *(providing a client with a prescription does not meet the definition of "on-site")*	✓		
Transdermal Hormonal Contraceptive (Patch)*	✓		
Vaginal Hormonal Contraceptive (Ring)*	✓		
Diaphragm and/or Cervical Cap	✓		
Contraceptive Sponge	✓		
Female Condoms	✓		
Spermicidal Methods or Products	✓		
Natural Family Planning Instruction	✓		
Abstinence Education	✓		
Male sterilization *(counseling provided, consent signed, scheduling & payment for procedure, even if procedure done elsewhere)*	✓		
Male Condoms	✓		

*At least one of these two methods (patch/ring) ***must*** be provided on-site; the other may be provided by referral.

The services on the table below are optional. Please complete the table below with services Applicant intends to provide.

Optional Services (see Appendix B for ... procedure codes)	Provided On-Site	Not Provided	Provided Through Referral	Subcontracted
Breast and Cervical Cancer Diagnostic Services	✓			
Limited Prenatal Services	✓			

Immunizations	✓			

FORM J: SERVICES PROFILE TABLE

Legal Business Name: Legacy Community Health Service, Inc.

Fill out this form ***for each clinic site*** for which a Family Planning Program Clinic Site (Form I) was completed. Indicate how each supply or service is provided to patients. If a supply or service will not be provided, an explanation must be included.

Note: All FDA-approved methods of contraception (with the exception of emergency contraception) must be made available to the client, either directly or by referral to another provider of contraceptive services, at the fee that would be charged if the method or service were provided on-site.

Applicants must offer the full range of available contraception methods, either on-site or by referral. At a minimum, the following services must be available to patients on-site:

- Anti-infectives for the treatment of STIs/STDs;
- Barrier methods and spermicides;
- Injectable hormonal contraceptive;
- Oral contraceptives;
- Sexual abstinence education and counseling; and
- Transdermal hormonal contraceptive (patch) or vaginal hormonal contraceptive (ring).

Clinic Name: Legacy South Park Clinic	**Clinic Site # 2 of 5**

Supply or Service	Provided On-Site	Provided Through Referral	Referral Provider Name & Location
Informed Consent	✓		
History	✓		
Physical Assessment	✓		
Lab Testing	✓		
Pap Test	✓		
Client Education/Counseling	✓		
Pregnancy Diagnosis / Counseling	✓		
STI/STD Testing	✓		
STI/STD Treatment	✓		
HIV Testing	✓		
Level I Infertility Services	✓		

Supply or Service	Provided On-Site	Provided Through Referral	Referral Provider Name & Location
Minor GYN Problems	✓		
Health Promotion / Disease Prevention	✓		
Special GYN Procedures	✓		
Female sterilization *(counseling provided, consent signed, scheduling & payment for procedure, even if procedure done elsewhere)*	✓		
Intrauterine Contraception (IUD/IUS)	✓		
Hormonal Implant (Nexplanon™)	✓		
Medroxyprogesterone Acetate (DMPA/Depo)	✓		
Oral Contraceptives *(providing a client with a prescription does not meet the definition of "on-site")*	✓		
Transdermal Hormonal Contraceptive (Patch)*	✓		
Vaginal Hormonal Contraceptive (Ring)*	✓		
Diaphragm and/or Cervical Cap	✓		
Contraceptive Sponge	✓		
Female Condoms	✓		
Spermicidal Methods or Products	✓		
Natural Family Planning Instruction	✓		
Abstinence Education	✓		
Male sterilization *(counseling provided, consent signed, scheduling & payment for procedure, even if procedure done elsewhere)*	✓		
Male Condoms	✓		

*At least one of these two methods (patch/ring) ***must*** be provided on-site; the other may be provided by referral.

The services on the table below are optional. Please complete the table below with services Applicant intends to provide.

Optional Services *(see Appendix B for reimbursable procedure codes)*	Provided On-Site	Not Provided	Provided Through Referral	Subcontracted
Breast and Cervical Cancer Diagnostic Services	✓			

Limited Prenatal Services	✓			
Immunizations	✓			

FORM J: SERVICES PROFILE TABLE

Legal Business Name: Legacy Community Health Service, Inc.

Fill out this form ***for each clinic site*** for which a Family Planning Program Clinic Site (Form I) was completed. Indicate how each supply or service is provided to patients. If a supply or service will not be provided, an explanation must be included.

Note: All FDA-approved methods of contraception (with the exception of emergency contraception) must be made available to the client, either directly or by referral to another provider of contraceptive services, at the fee that would be charged if the method or service were provided on-site.

Applicants must offer the full range of available contraception methods, either on-site or by referral. At a minimum, the following services must be available to patients on-site:

- Anti-infectives for the treatment of STIs/STDs;
- Barrier methods and spermicides;
- Injectable hormonal contraceptive;
- Oral contraceptives;
- Sexual abstinence education and counseling; and
- Transdermal hormonal contraceptive (patch) or vaginal hormonal contraceptive (ring).

Clinic Name: Legacy Montrose Clinic	**Clinic Site # 3 of 5**

Supply or Service	Provided On-Site	Provided Through Referral	Referral Provider Name & Location
Informed Consent	✓		
History	✓		
Physical Assessment	✓		
Lab Testing	✓		
Pap Test	✓		
Client Education/Counseling	✓		
Pregnancy Diagnosis / Counseling	✓		
STI/STD Testing	✓		
STI/STD Treatment	✓		
HIV Testing	✓		
Level I Infertility Services	✓		

Supply or Service	Provided On-Site	Provided Through Referral	Referral Provider Name & Location
Minor GYN Problems	✓		
Health Promotion / Disease Prevention	✓		
Special GYN Procedures	✓		
Female sterilization *(counseling provided, consent signed, scheduling & payment for procedure, even if procedure done elsewhere)*	✓		
Intrauterine Contraception (IUD/IUS)	✓		
Hormonal Implant (Nexplanon™)	✓		
Medroxyprogesterone Acetate (DMPA/Depo)	✓		
Oral Contraceptives *(providing a client with a prescription does not meet the definition of "on-site")*	✓		
Transdermal Hormonal Contraceptive (Patch)*	✓		
Vaginal Hormonal Contraceptive (Ring)*	✓		
Diaphragm and/or Cervical Cap	✓		
Contraceptive Sponge	✓		
Female Condoms	✓		
Spermicidal Methods or Products	✓		
Natural Family Planning Instruction	✓		
Abstinence Education	✓		
Male sterilization *(counseling provided, consent signed, scheduling & payment for procedure, even if procedure done elsewhere)*	✓		
Male Condoms	✓		

*At least one of these two methods (patch/ring) ***must*** be provided on-site; the other may be provided by referral.

The services on the table below are optional. Please complete the table below with services Applicant intends to provide.

Optional Services (see Appendix B for reimbursable procedure codes)	Provided On-site	Not Provided	Provided Through Referral	Subcontracted
Breast and Cervical Cancer Diagnostic Services	✓			

Limited Prenatal Services	✓			
Immunizations	✓			

FORM J: SERVICES PROFILE TABLE

Legal Business Name: Legacy Community Health Service, Inc.

Fill out this form ***for each clinic site*** for which a Family Planning Program Clinic Site (Form I) was completed. Indicate how each supply or service is provided to patients. If a supply or service will not be provided, an explanation must be included.

Note: All FDA-approved methods of contraception (with the exception of emergency contraception) must be made available to the client, either directly or by referral to another provider of contraceptive services, at the fee that would be charged if the method or service were provided on-site.

Applicants must offer the full range of available contraception methods, either on-site or by referral. At a minimum, the following services must be available to patients on-site:

- Anti-infectives for the treatment of STIs/STDs;
- Barrier methods and spermicides;
- Injectable hormonal contraceptive;
- Oral contraceptives;
- Sexual abstinence education and counseling; and
- Transdermal hormonal contraceptive (patch) or vaginal hormonal contraceptive (ring).

Clinic Name: Legacy Lyons Clinic	**Clinic Site # 4 of 5**

Supply or Service	Provided On-Site	Provided Through Referral	Referral Provider Name & Location
Informed Consent	✓		
History	✓		
Physical Assessment	✓		
Lab Testing	✓		
Pap Test	✓		
Client Education/Counseling	✓		
Pregnancy Diagnosis / Counseling	✓		
STI/STD Testing	✓		
STI/STD Treatment	✓		
HIV Testing	✓		
Level I Infertility Services	✓		

Supply or Service	Provided On-Site	Provided Through Referral	Referral Provider Name & Location
Minor GYN Problems	✓		
Health Promotion / Disease Prevention	✓		
Special GYN Procedures	✓		
Female sterilization *(counseling provided, consent signed, scheduling & payment for procedure, even if procedure done elsewhere)*	✓		
Intrauterine Contraception (IUD/IUS)	✓		
Hormonal Implant (Nexplanon™)	✓		
Medroxyprogesterone Acetate (DMPA/Depo)	✓		
Oral Contraceptives *(providing a client with a prescription does not meet the definition of "on-site")*	✓		
Transdermal Hormonal Contraceptive (Patch)*	✓		
Vaginal Hormonal Contraceptive (Ring)*	✓		
Diaphragm and/or Cervical Cap	✓		
Contraceptive Sponge	✓		
Female Condoms	✓		
Spermicidal Methods or Products	✓		
Natural Family Planning Instruction	✓		
Abstinence Education	✓		
Male sterilization *(counseling provided, consent signed, scheduling & payment for procedure, even if procedure done elsewhere)*	✓		
Male Condoms	✓		

*At least one of these two methods (patch/ring) ***must*** be provided on-site; the other may be provided by referral.

The services on the table below are optional. Please complete the table below with services Applicant intends to provide.

Optional Services *(see Appendix B for reimbursable procedure codes)*	Provided On-site	Not Provided	Provided Through Referral	Subcontracted
Breast and Cervical Cancer Diagnostic Services	✓			

Limited Prenatal Services	✓			
Immunizations	✓			

FORM J: SERVICES PROFILE TABLE

Legal Business Name: Legacy Community Health Service, Inc.

Fill out this form ***for each clinic site*** for which a Family Planning Program Clinic Site (Form I) was completed. Indicate how each supply or service is provided to patients. If a supply or service will not be provided, an explanation must be included.

Note: All FDA-approved methods of contraception (with the exception of emergency contraception) must be made available to the client, either directly or by referral to another provider of contraceptive services, at the fee that would be charged if the method or service were provided on-site.

Applicants must offer the full range of available contraception methods, either on-site or by referral. At a minimum, the following services must be available to patients on-site:

- Anti-infectives for the treatment of STIs/STDs;
- Barrier methods and spermicides;
- Injectable hormonal contraceptive;
- Oral contraceptives;
- Sexual abstinence education and counseling; and
- Transdermal hormonal contraceptive (patch) or vaginal hormonal contraceptive (ring).

Clinic Name: Legacy San Jacinto Clinic	Clinic Site # 5 of 5

Supply or Service	Provided On-Site	Provided Through Referral	Referral Provider Name & Location
Informed Consent	✓		
History	✓		
Physical Assessment	✓		
Lab Testing	✓		
Pap Test	✓		
Client Education/Counseling	✓		
Pregnancy Diagnosis / Counseling	✓		
STI/STD Testing	✓		
STI/STD Treatment	✓		
HIV Testing	✓		
Level I Infertility Services	✓		

Supply or Service	Provided On-Site	Provided Through Referral	Referral Provider Name & Location
Minor GYN Problems	✓		
Health Promotion / Disease Prevention	✓		
Special GYN Procedures	✓		
Female sterilization *(counseling provided, consent signed, scheduling & payment for procedure, even if procedure done elsewhere)*	✓		
Intrauterine Contraception (IUD/IUS)	✓		
Hormonal Implant (Nexplanon™)	✓		
Medroxyprogesterone Acetate (DMPA/Depo)	✓		
Oral Contraceptives *(providing a client with a prescription does not meet the definition of "on-site")*	✓		
Transdermal Hormonal Contraceptive (Patch)*	✓		
Vaginal Hormonal Contraceptive (Ring)*	✓		
Diaphragm and/or Cervical Cap	✓		
Contraceptive Sponge	✓		
Female Condoms	✓		
Spermicidal Methods or Products	✓		
Natural Family Planning Instruction	✓		
Abstinence Education	✓		
Male sterilization *(counseling provided, consent signed, scheduling & payment for procedure, even if procedure done elsewhere)*	✓		
Male Condoms	✓		

*At least one of these two methods (patch/ring) ***must*** be provided on-site; the other may be provided by referral.

The services on the table below are optional. Please complete the table below with services Applicant intends to provide.

Optional Services *(see Appendix B for reimbursable procedure codes)*	Provided On-site	Not Provided	Provided Through Referral	Subcontracted
Breast and Cervical Cancer Diagnostic Services	✓			

Limited Prenatal Services	✓			
Immunizations	✓			

FORM K: FAMILY PLANNING CERTIFICATION

This certification pertains to the following Family Planning Program Applicant:

Applicant's Name *Legacy Community Health Services, Inc.*
Federal Tax ID Number *76-0009637*
NPI Number *1184029969*
Applicant's primary billing address:
Street Address *1415 California*
Street Address City/State/Zip Code *Houston/TX/77006*
Telephone Number *(832) 548 5074*

Applicant's primary physical address:
Street Address *1415 California, Houston, TX 77006*

DEFINITIONS

For the purposes of this certification, the following terms are defined as follows:

The term *"Affiliate"* means:
An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:

1. common ownership, management, or control; a franchise; or
2. the granting or extension of a license or other agreement that authorizes the Affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, articles of incorporation, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term *"Promote"* means advancing, furthering, advocating, or popularizing Elective Abortion by, for example:

1. taking affirmative action to secure Elective Abortion services for a Family Planning Program Client (such as making an appointment, obtaining consent for the Elective Abortion, arranging for transportation, negotiating a reduction in an Elective Abortion provider fee, or arranging or scheduling an Elective Abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
2. furnishing or displaying to a Family Planning Program Client information that publicizes or advertises an Elective Abortion service or provider; or
3. using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.

My name is Katy Caldwell. I am the provider or, if the provider is an organization, I am the provider's Executive Director. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that the Texas Legislature has specified that Family Planning Program funds may not be used to pay the direct or Indirect Costs of abortion procedures provided by HHSC contractors, or distributed to individuals or entities that perform Elective Abortion

procedures or that contract with or provide funds to individuals or entities for the performance of Elective Abortion procedures. (H.B. 1, 84th Legislature, Regular Session, 2015, art. II, at II-104, Section 85 (relating to Prohibition on Abortions-Family Planning). I also understand that to receive Family Planning Program funds I must, if applicable, meet the organization requirements under Health and Human Services Commission Rider 87 of the 2016-17 General Appropriations Act (H.B. 1, 84th Legislature, Regular Session, 2015, art. II, at II-104, Section 87 (relating to Family Planning Affiliate Requirements)).

I understand that I am not qualified to participate in the Family Planning Program or to bill the Program for services if I, or any of my organization's subcontractors, perform or Promote Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions outside the scope of the Family Planning Program.
   X I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate, as defined on p. 2 of this document, of an entity that performs or Promotes Elective Abortions. Furthermore, my organization, and any of my organization's subcontractors, are legally separate entities from entities that perform or Promote Elective Abortions.
   X I affirm that this statement is true and correct.
3. In offering or performing a Family Planning Program service, I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions within the scope of the Family Planning Program.
   X I affirm that this statement is true and correct.
4. In offering or performing a Family Planning Program service, I, as well as my organization's subcontractors, maintain physical and financial separation between any Family Planning Program activities and any Elective Abortion-performing or abortion-promoting activity, in particular:
   a. All Family Planning Program services are physically separated from any Elective Abortion activities, no matter what entity is responsible for the activities;
   b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
   c. None of the funds that I, or any of my organization's subcontractors, receive for performing Family Planning Program services are used to directly or indirectly support the performance or promotion of Elective Abortions by an Affiliate, and my, and any of my organization's subcontractors', accounting records can confirm this;
   d. My organization does not, nor do any of my organization's subcontractors, transfer any funds, through gift or payment, to an entity that performs or Promotes Elective Abortions. My organization and my organization's subcontractors do not share expenses or costs (including overhead, rent, phone, equipment, or utilities) with an entity that performs or Promotes Elective Abortions;
   e. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.
   f. Any employee employed by my organization, or any my organization's subcontractors, is not also employed by an entity that performs or Promotes Elective Abortions.
      X I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
   X I affirm that this statement is true and correct.
6. I cannot affirm that the statements 1-5 above are "true and correct," but I do affirm all of the

following: I do not perform Elective Abortions; none of the funds that I, or any of my organization's subcontractors, receive (or will receive) for performing Family Planning Program services are (or will be) used to directly or indirectly support the performance of Elective Abortions, and my accounting records can confirm this; my organization does not, nor do any of my organization's subcontractors, transfer any Family Planning Program funds, through gift or payment, to an entity for the performance of Elective Abortions; and I comply with all of the requirements of Health and Human Services Commission Rider 87, Sections a - g, under the 2016-17 General Appropriations Act (H.B. 1, 84th Legislature, Regular Session, 2015, art. II, at II-104, Section 87 (relating to Family Planning Affiliate Requirements)) if applicable.

❐ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

1. If I fail to complete and submit this certification, I will be disqualified from the Family Planning Program and the Texas Health and Human Services Commission (HHSC) (henceforth, "HHSC") will deny any claims I submit for Family Planning Program services.
2. If, after I submit this signed certification, I, or any my organization's subcontractors, perform or agree to perform, or Promote Elective Abortions, I will notify HHSC at least 30 calendar days before such action is taken. If I fail to notify HHSC as required, I will be disqualified from the HHSC Program and HHSC will deny any claims I submit for Family Planning Program services.
3. If, while participating in the Family Planning Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the Family Planning Program, and HHSC will deny any claims I submit for Family Planning Program services.
4. If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the Family Planning Program, HHSC may place a payment hold on claims submitted by me or my organization for Family Planning Program services until HHSC can make a final determination regarding my eligibility.
5. If HHSC determines that I am ineligible to receive funds under the Family Planning Program:
   a) HHSC may recoup Family Planning Program funds paid on claims that I have incurred since the date the provider became ineligible;
   b) HHSC will deny all Family Planning Program claims that I have submitted since the date of ineligibility; and
   c) I will remain ineligible to participate in the Family Planning Program until I comply with the provisions of this certification form.

If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HHSC Program.

Effective Date of Certification: 07/01/2016 through 08/31/2017.

If, after certification, you can no longer affirm that any of statements 1 – 5 are, or alternatively 6 is, true, you must request an immediate termination of your Family Planning Program certification.

Signature: Katy Caldwell

Printed Name: Katy Caldwell

Title: Executive Director

Date: 7/1/2016

State of Texas
Health & Human Services Commission

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name	Social Security #

III.

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Katy Caldwell
Signature

Executive Director
Title

Katy Caldwell
Printed Name

7/6/16
Date

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

DEFINITIONS

Covered Contracts/Subcontract.

(1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.

(2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $25,000) under a grant or subgrant.

(3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
   a. Principal investigators.
   b. Providers of audit services required by the HHSC or federal funding source.
   c. Researchers.

Debarment. An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is "debarred".

Grant. An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

Ineligible. Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

Participant. Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

Person. Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

Principal. Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:
(1) Principal investigators.
(2) Providers of audit services required by the HHSC or federal funding source.
(3) Researchers.

Proposal. A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension. An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

Voluntary exclusion or voluntarily excluded. A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

CERTIFICATION REGARDING FEDERAL LOBBYING

(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

Covered Awards and Subawards--Contracts, grants, and cooperative agreements over the $100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

Lobbying--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

Limited Use of Appropriated Funds Not Prohibited--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration or products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contact, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

Professional and Technical Services--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

Other Allowable Activities--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

Funds Other Than Federal Appropriations--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

Applicability of Other State and Federal Requirements--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

TERMS OF CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have peen paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? .... ☐ Yes ☒ No

Name of Contractor/Potential Contractor	Vendor ID No. or Social Security No.	HHSC Contract No. (if applicable)
Legacy Community Health Services, Inc.	76-0009637	529-16-0102

Name of Authorized Representative (type or print)	Title
Katy Caldwell	Executive Director

Katy Caldwell
Signature-Authorize Representative

7/6/2016
Date

Required Certifications

Instructions: This form must be submitted as an attachment to the respondent's proposal, and must be signed in ink by an individual who is authorized to bind the respondent.

By submitting a proposal, the respondent agrees and certifies the following.

1. The respondent accepts the RFP terms and conditions, including HHSC's Uniform Contract Terms and Conditions, and other RFP requirements unless specifically noted on the Respondent Information and Disclosure Form. HHSC reserves the right to reject any or all of the respondent's proposed exceptions.

2. The respondent's proposal will remain a firm and binding offer for 240 days from the date the proposal is due.

3. The respondent guarantees that the proposal complies with all RFP requirements, at the costs outlined in the proposal. The respondent further guarantees that the terms specified in the proposal will remain firm and binding through the contract termination date, unless the parties agree to modify such terms in the contract.

4. HHSC will have the right to use, produce and distribute copies of, and disclose all or part of the proposal to HHSC's employees, agents, and contractors and other governmental entities as HHSC deems necessary to complete the procurement process or comply with state or federal laws.

5. Neither the respondent nor any firm, corporation, partnership, or institution represented by the respondent, nor anyone acting for such firm, corporation, partnership or institution has: (1) violated the antitrust laws of the State of Texas under TEX. BUS. & COM. CODE, Chapter 15, or federal antitrust laws, or (2) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process.

6. All prices proposed by the respondent have been arrived at independently. The respondent has not, for the purpose of restricting competition, consulted, communicated with, and/or made any agreements with or inducements to any other respondent relating to:
   - the intention to submit a proposal;
   - the methods or factors used to calculate the prices proposed; or
   - the respondent's proposal.

7. On behalf of itself, any parent or subordinate organization and all proposed subcontractors, the respondent accepts as lawful and binding, without reservation or limitation:
   - the RFP's submission requirements and specifications, including all RFP appendices and addenda, except as noted in the Respondent Information and Disclosure Form;
   - HHSC's procurement rules, procedures, and processes;
   - HHSC's use of the evaluation methodology and process described in RFP Section 5;
   - HHSC's sole, unrestricted right to reject any or all proposals, or parts thereof, submitted in response to the RFP;
   - the substantive, professional, legal, procedural, and technical propriety of the RFP Scope of Work.

8. The respondent generally releases from liability and waives all claims against any party providing information about the respondent at HHSC's request.

9. Prior to assigning any personnel to perform any part of its obligation under the contract, the respondent agrees that it will require its personnel and subcontractor personnel to execute individual confidentiality agreements, which upon execution will become part of the contract.

HHSC RFP No.: 529-16-0102 Respondent Name: Legacy Community Health Services, Inc.

10. The respondent does not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract, and if applicable, the respondent has identified any potential conflicts of interest in its proposal.

11. The respondent has complied with all State of Texas and federal laws and regulations relating to the hiring of former state employees, and has disclosed all past state employment in its proposal.

12. The respondent has identified all parts of its proposal that it believes are excepted from disclosure under the Texas Public Information Act, and provided an explanation of why it believes the exceptions apply, in the Respondent Information and Disclosure.

13. Under Section 2155.004, Texas Government Code, the respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

14. Under Section 2155.006, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

15. Under Texas Family Code Section 231.006, relating to child support obligations, the respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.

16. The respondent will adhere to, and require its subcontractors to adhere to, Executive Order 13224, "Terrorist Financing – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," effective September 24, 2004, as amended.

17. Respondent has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.

18. The respondent acknowledges all addenda and amendments to the RFP.

Katy Caldwell
Signature

Katy Caldwell
Printed Name

Executive Director
Title

7/6/2016
Date

Effective: August, 2004
Revision Date: July 15, 2008

HHSC RFP No.: 529 - 16 - 0102
Respondent's Name: Legacy Community Health Services, Inc.

Respondent Information and Disclosures

Instructions: This form must be submitted as an attachment to the respondent's proposal.

Part 1: General Respondent Information.

1. Organization's Legal Name: Legacy Community Health Services, Inc.
2. Doing Business As: Legacy Community Health
3. Physical Address: 1415 California Houston Texas 77006
4. Mailing Address: PO BOX 66308 Houston TX 77266-6308
5. Taxpayer Identification Number: 76-0009637
6. Legal Status (check one): ☐ For-profit Entity ☒ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☒ Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☐ Sole Proprietorship ☐ Other (specify): ____
8. State of Incorporation, If Applicable: Texas
9. Name of Parent Entity, If Applicable: ____
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Part 2: Respondent Contact Information.

1. Person Who Will Sign the Contract:
Name: Katy Caldwell
Title: Executive Director
Mailing Address: PO BOX 66308 Houston TX 77266-6308
Telephone: 832 548 5050
Fax: 713 523 0200
E-mail: kcaldwell@legacycommunityhealth.org

2. Primary Contact for Proposal Questions:
Name: Tina Megdal
Title: VP of Programs and Grants
Mailing Address: PO BOX 66308 Houston TX 77266-6308
Telephone: 832 548 5050
Fax: 713 523 0200
E-mail: tmegdal@legacycommunityhealth.org

Part 3: Subcontractor Information. ***Provide the following information for each proposed subcontractor. Attach additional pages if necessary.***

1. Organization's Legal Name: NA
2. Doing Business As: NA
3. Physical Address: NA

4. Mailing Address: NA
5. Taxpayer Identification Number: NA
6. Legal Status (check one): ☐ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☐ Sole Proprietorship ☐ Other (specify): ____
8. State of Incorporation, If Applicable: NA
9. Name of Parent Entity, If Applicable: NA
10. HUB Status (check one): ☐ State of Texas Certified Entity ☐ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☐ No

Part 4: Former Employees of a State Agency. ***Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.***

1. Name of former state employee: NA
2. Job title at termination of state employment: NA
3. Date of termination of state employment: NA
4. Annual rate of compensation at termination: NA
5. Description of job responsibilities while state employee: NA
NA
6. If the former state employee worked on matters relating to the RFP, describe those matters:
NA

Have you attached additional pages for Part 4? ☐ Yes ☐ No

Part 5: Conflicts of Interest. ***Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.***

NA

Have you attached additional pages for Part 5? ☐ Yes ☐ No

Part 6: Litigation. ***Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.***

Have you attached additional pages for Part 6? ☐ Yes ☐ No

Part 7: Exceptions or Reservations to the RFP. ***List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.***

NA

Have you attached additional pages for Part 7? ☐ Yes ☐ No

Part 8: Texas Public Information Act (PIA): ***Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.***

1. Proposal Section: NA
2. PIA Exception*: NA
3. Explanation of Why the Exception Applies: NA

* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☐ No

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION

STATE OF TEXAS

COUNTY OF TRAVIS

Legacy Community Health Services, Inc. hereby certifies to HHSC that neither the Legacy Community Health Services, Inc., nor the person represented by the Legacy Community Health Services, Inc., nor any person acting for the represented person has:

a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

Legacy Community Health Services, Inc. hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.

Katy Caldwell
Authorized signature

Legacy Community Health Services, Inc.
Name of Contractor/Vendor

7/6/2016
Date

Katy Caldwell
Printed Name of Individual

Executive Director
Title of Individual

Form Number: CPP0434

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
ANTI-TRUST CERTIFICATION FORM

INSTRUCTIONS

PURPOSE:

The contractor certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Antitrust violations are activities or practices that are noncompetitive or that attempt to restrain trade or commerce.

PROCEDURES:

This form should be included in the contract package if the anti-trust certification is not part of required certifications included in the contract.

The HHSC Program/Division that originates the request for the new contract is responsible to ensure that this form is included in the contract package forwarded to Administrative Services Development (ASD) for review, approval and execution. The anti-trust certification applies to contracts established with private vendors only.

HUB SUBCONTRACTING PLAN (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- ***11.2 percent for heavy construction other than building contracts,***
- ***21.1 percent for all building construction, including general contractors and operative builders contracts,***
- ***32.7 percent for all special trade construction contracts,***
- ***23.6 percent for professional services contracts,***
- ***24.6 percent for all other services contracts, and***
- ***21 percent for commodities contracts.***

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

SECTION 1 RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: Legacy Community Health Services, Inc. State of Texas VID #: 1760009637

Point of Contact: Tina Megdal Phone #: 8325485077

E-mail Address: tmegdal@legacycommunityhealth.org Fax #: 7135230200

b. Is your company a State of Texas certified HUB? ☐ - Yes ☑ - No

c. Requisition #: 529-16-0102 Family Planning Program Bid Open Date: 05/27/2016 (mm/dd/yyyy)

Enter your company's name here: Legacy Community Health Services, Inc. Requisition #: 529-16-0102 Family Planning Program

SECTION 3 SELF PERFORMING JUSTIFICATION (If you responded "*No*" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

☑ - Yes (If *Yes*, in the space provided below **list the specific page(s)/section(s)** of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

☐ - No (If *No*, in the space provided below **explain how** your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

Legacy Community Health Services, Inc. will complete all outlined contract obligations through this funding opportunity with staff directly employed by Legacy Community Health Services, Inc. This is outlined within the Work Plan of the proposal. All Family Planning Program services will be provided without the use of subcontractors. Legacy will purchase equipment and supplies necessary to perform the contracted services, in accordance with applicable state and federal laws, utilizing an existing vendor network. The vendors that Legacy currently engages to provide indicated services are not listed as Historically Underutilized Businesses (HUBs). Furthermore, Legacy will not engage in any subcontractual relationship to adminsiter Family Planning Program clinical, eligibility, outreach, education, training/staff development, or quality imrpovement activitites. All staff responsible for perofrming the acitvitties listed in the project plan and the related budget narratives are/will be directly employed by Legacy Community Health Services, Inc.

SECTION 4 AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at ***http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls***).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Delayna Judy	Delayna Judy	VP of Accounting	06/11/2016
Signature	Printed Name	Title	Date (mm/dd/yyyy)

REMINDER:

- ➢ If you responded "*Yes*" to **SECTION 2, Items c or d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- ➢ If you responded "*No*" **SECTION 2, Items c and d**, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method A (Attachment A)

Enter your company's name here: Legacy Community Health Services, Inc. Requisition #: 529-16-0102 Family Planning Program

IMPORTANT: If you responded "*Yes*" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for <u>each</u> of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at ***http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-A.doc***

SECTION A-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item **b**, of the completed HSP form for which you are completing this attachment.

Item #: ______ **Description:** ______________________________

SECTION A-2 SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
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	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, <u>if you (respondent) are awarded any portion of the requisition</u>, you are required to provide notice as soon as practical to <u>**all**</u> the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: Legacy Community Health Services, Inc. Requisition #: 529-16-0102 Family Planning Program

IMPORTANT: If you responded "*No*" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at **http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc**

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: ______ **Description:** ______

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If *Yes*, to continue to SECTION B-4.)

☐ - **No / Not Applicable** (If ***No*** or ***Not Applicable***, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at **http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/**

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at **http://www.window.state.tx.us/procurement//cmbl/cmblhub.html**. HUB Status code "**A**" signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at **http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/**

d. List two (2) minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		☐ - Yes ☐ - No
		☐ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: Legacy Community Health Services, Inc. Requisition #: 529-16-0102 Family Planning Program

SECTION B-4 SUBCONTRACTOR SELECTION

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: ____ **Description:** ____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

Section A — PRIME CONTRACTOR'S INFORMATION

Company Name: Legacy Community Health Services, Inc.
State of Texas VID #: 1760009637
Point-of-Contact: Tina Megdal
Phone #: 8325485077
E-mail Address: Tmegdal@legacycommunityhealth.org
Fax #: 7135230200

Section B — CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: Health and Human Services Commission
Point-of-Contact: Stephanie Jackson, CTPM
Phone #: 5124062468
Requisition #: 529-16-0102 Family Planning Program
Bid Open Date: 5/27/2016 (mm/dd/yyyy)

Section C — SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than Select **Central Time on:** ____________ Date (mm/dd/yyyy)

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting our bid response to the contracting agency.

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications:
☐ - Not Applicable

4. Bonding/Insurance Requirements:
☐ - Not Applicable

5. Location to review plans/specifications:
☐ - Not Applicable

TEXAS Health and Human Services System

Enterprise Data Use Agreement - Attachment 2

SECURITY AND PRIVACY INITIAL INQUIRY (SPI)

Email: InfoSecurity@hhsc.state.tx.us

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses in sections B and C prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers in Sections B and C below prior to performing any work on behalf of any HHS agency. For existing contracts or renewals with "No" responses, there must be an action plan for remediation of Section B and C within 30 days for HIPAA related contracts and 90 days for others.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

1. Entity or Applicant/Bidder Legal Name	Legal Name: Legacy Community Health Services, Inc. Address: 1415 California City: Houston State: Tx ZIP: 77006 Main Telephone #: 832 548 5000 Website: www.legacycommunityhealth.org
2. Number of Employees, at all locations, in Applicant Bidder's Workforce "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees: 672
3. Number of Subcontractors (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors: 0
4. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.)	**A. Security Official:** Name: David Garver Address: 1415 California City: Houston State: TX ZIP: 77006 Telephone #: (832) 548 5131 Email Address: dgarver@legacycommunityhealth.org **B. Privacy Official:** Name: Louise Koslin Address: 1415 California City: Houston State: TX ZIP: 77006 Telephone #: (832) 548 5075 Email Address: Lkoslin@legacycommunityhealth.org

5. HHS Agency Information Provide the following information if known.

Contract Mgr:	Leroy Torres	Email Address:	Leroy.Torres@dshs.state.tx.us	Agency:	DSHS
Telephone #:		Requesting Dept:	512 776 3038	PO/Contract #:	

...rmation (as defined in the HHS Data Use Agreement (DUA)) Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.	Total # (Sum a-d) 1,071
a. **Devices.** Number of personal user computers, devices or drives, including mobile devices and mobile drives.	1,068
b. **Servers.** Number of Servers that are not in a data center or using Cloud Services.	0
c. **Cloud Services.** Number of Cloud Services in use.	1
d. **Data Centers.** Number of Data Centers in use.	2
7. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year:	**Select Option**
a. 499 individuals or less b. 500 to 999 individuals c. 1,000 to 99,999 individuals d. 100,000 individuals or more	○ a. ○ b. ◉ c. ○ d.
8. HIPAA Business Associate Agreement	**Yes or No**
a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered HHS agency for a HIPAA-covered function?	◉ Yes ○ No
b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "No" if not applicable, such as for agencies not covered by HIPAA.)	◉ Yes ○ No
9. Subcontractors. If the Applicant/Bidder responded "0" to Question 3 (indicating no subcontractors), check "No" for both 'a.' and 'b.' to indicate "N/A."	**Yes or No**
a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?	○ Yes ◉ No
b. Will Applicant/Bidder obtain written approval from an HHS agency before entering into any agreements with subcontractors to handle HHS Confidential Information on behalf of Applicant/Bidder?	○ Yes ◉ No
10. Does Applicant/Bidder have any **Optional Insurance** currently in place? Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.	◉ Yes ○ No

SSMENT (To be completed by Applicant/Bidder)

1. **Written Policies & Procedures.** Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	**Yes or No**
a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential information?	○ Yes ◉ No
Action Plan for Compliance with a timeline: Legacy will create a written privacy and security policy and procedure to identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information within three months of award.	Compliance Date: **3 Months**
b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information on behalf of an HHS agency?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three): i. Immediate breach notification to the HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose HHS Confidential Information has been breached, as directed by the HHS agency?	○ Yes ◉ No
Action Plan for Compliance with a timeline: Legacy will create a written privacy and security policy and procedure that responds to an actual or suspected breach of HHS Confidential Information within three months of award.	Compliance Date: **3 Months**
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:

and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	◯ Yes ◉ No
Action Plan for Compliance with a timeline: Legacy will create a written privacy and security policy and procedure that permit or deny individual rights of access, and amendment or correction, when appropriate within three months of award.	Compliance Date: **3 Months**
g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by an HHS agency?	◯ Yes ◉ No
Action Plan for Compliance with a timeline: Legacy will create a written privacy and security policy and procedure that outlines Authorized User permissions (as outlined above in g.) within three months of award.	Compliance Date: **3 Months**
h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	◯ Yes ◉ No
Action Plan for Compliance with a timeline: Legacy will create a written privacy and security policy and procedure for implementing and maintaining proof of appropriate sanctions against any Workforce or Subcontractors as outlined above in H. within three months of award.	Compliance Date: **3 Months**
i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of HHS Confidential Information within 60 days of identification of a need for update?	◯ Yes ◉ No
Action Plan for Compliance with a timeline: Legacy will create a written privacy and security policy and procedure that require updates to policies, procedures and plans following major changes with use or disclosure of HHS Confidential Information within 60 days of identification for update within three months of award.	Compliance Date: **3 Months**
j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the HHS Confidential Information, except for an Authorized Purpose, without express written authorization from an HHS agency or as expressly permitted by the Base Contract?	◯ Yes ◉ No
Action Plan for Compliance with a timeline: Legacy will create written privacy and security policies and procedures aligned with J. within three months of award.	Compliance Date: **3 Months**

k. Does Applicant/Bidder have [illegible] **y and security policies and procedures that prohibit offshoring, or the use, disclosure, creation, maintenance or transmission of HHS Confidential Information outside of the United States of America, without express written permission from the HHS agency?**	◯ Yes ◉ No
Action Plan for Compliance with a timeline: Legacy will create written privacy and security policies and procedures aligned with K. within three months of award.	Compliance Date: **3 Months**
l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?	◯ Yes ◉ No
Action Plan for Compliance with a timeline: Legacy will create written privacy and security policies and procedures aligned with l. within three months of award.	Compliance Date: **3 Months**
m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of HHS Confidential Information?	◉ Yes ◯ No
Action Plan for Compliance with a timeline:	Compliance Date:
n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of HHS pursuant to the DUA, or to publish HHS Confidential Information without express prior approval of the HHS agency?	◯ Yes ◉ No
Action Plan for Compliance with a timeline: Legacy will create written privacy and security policies and procedures aligned with N. within three months of award.	Compliance Date: **3 Months**
2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling HHS Confidential Information, (2) a requirement to complete training before access is given to HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.	◉ Yes ◯ No
Action Plan for Compliance with a timeline:	Compliance Date:

3. Does Applicant/Bidder monitor and manage access to HHS Confidential Information (i.e., access is limited to Authorized Users, formal processes exist for granting access and validating need for remote access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information)?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
4. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain HHS Confidential Information have a unique user name (account) and private password?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
5. Does Applicant/Bidder have a system for changing default passwords, requiring user password changes at least every 90 days, and prohibiting the creation of weak passwords for all computer systems that access or store HHS Confidential Information (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible)?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store HHS Confidential Information?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
7. Does Applicant/Bidder secure, manage and encrypt remote access to computer systems containing HHS Confidential Information, including wireless access, (i.e., access is limited to Authorized Users, a formal process exists for granting access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information, etc.)?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:

8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
10. Does Applicant/Bidder use encryption products to protect HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WiFi, etc.) or that is stored on a computer system that is physically or electronically accessible to the public? (**FIPS 140-2 encryption*** preferred.)	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
11. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
12. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
13. Does Applicant/Bidder store HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can Applicant/Bidder produce evidence of the encryption, such as, a screen shot or a system report? (**FIPS 140-2 encryption*** preferred.)	○ Yes ◉ No
Action Plan for Compliance with a timeline:	Compliance Date:

* For more information regarding FIPS 140-2 encryption products, refer to: http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm

... prohibit the storage or creation of HHS Confidential Information on free Cloud Services or social media sites, unless there is an HHS-approved subcontractor agreement including an encryption-at-rest requirement with the service or site?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
17. Does the Applicant/Bidder review system security logs on computing systems that access or store HHS Confidential Information for abnormal activity or security concerns on a regular basis?	○ Yes ◉ No
Action Plan for Compliance with a timeline: Legacy will implement a review process for system security logs on computing systems that access or store HHS Confidential Information for abnormal activity or security concerns on a regular basis upon award.	Compliance Date: **Upon Award**
18. Notwithstanding records retention requirements, do Applicant/Bidder's disposal processes for HHS Confidential Information ensure that HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:

Section D: Signature and Submission

Please sign the form digitally, if possible; if you can't, provide a handwritten signature.

Signature: Katy Caldwell	Date: **7/6/2016**

To submit the completed, signed form, do one of the following:

- Click the Submit by Email button. (When prompted, choose the Desktop Email Application option and click OK.)
- Attach it to an email to InfoSecurity@hhsc.state.tx.us.

Submit by email

Attachment E – Grantee UTC

VERSION 2.12

HHSC Uniform Terms and Conditions Version 2.12
Published and Effective: November 30, 2015
Responsible Office: Chief Counsel

Health and Human Services Commission

HHSC Uniform Terms and Conditions - Grant

Version 2.12

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

"Contract" means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

"Deliverable" means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

"Effective Date" means the date agreed to by the Parties as the date on which the Contract takes effect.

"System Agency" means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Contract, if any.

"Health and Human Services Commission" or "HHSC" means the administrative agency established under Chapter 531, Texas Government Code or its designee.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"Intellectual Property" means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Program" means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

"Project" means specific activities of the Grantee that are supported by funds provided under this Contract.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Statement of Work" means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

"Signature Document" means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

"Solicitation" means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

"Solicitation Response" means Grantee's full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
b. The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
c. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
c. advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at http://www.dshs.state.tx.us/contracts/cfpm.shtm. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at http://www.dshs.state.tx.us/contracts/links.shtm. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least $500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:
Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.

b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.

c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.

b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

a. Suspending all or part of the Contract;
b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
c. Recouping payments made to the Grantee found to be in error;
d. Suspending, limiting, or placing conditions on the continued performance of the Project;
e. Imposing any other remedies authorized under this Contract; and
f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC’s notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. **Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee’s duties under the Contract. Grantee's misrepresentation in any aspect of Grantee’s

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. **Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter’s schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contactors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR

d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

a. Payment of Grantee's employees for all Services performed;
b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
c. Withholding of income taxes, FICA, or any other taxes or fees;
d. Industrial or workers' compensation insurance coverage;
e. Participation in any group insurance plans available to employees of the State of Texas;
f. Participation or contributions by the State to the State Employees Retirement System;
g. Accumulation of vacation leave or sick leave; or
h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. <u>A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission</u>. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.10 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.11 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a “Force Majeure”), then, while so prevented, the affected Party’s obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.12 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.13 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency’s prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.14 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.15 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.16 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.17 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.18 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.19 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.20 Civil Rights

a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
   2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq*.);
   4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq*.); and
   7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

   Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml

d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.

f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

Attachment F – HHSC Special Conditions Version 1.0

TEXAS
Health and Human
Services Commission

Health and Human Services Commission
Special Conditions
Version 1.0

TABLE OF CONTENTS

HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

ARTICLE I. SPECIAL DEFINITIONS

"Conflict of Interest" means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor's, or Subcontractor's ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

"Contractor Agents" means Contractor's representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

"Custom Software" means Software developed as a Deliverable or in connection with the Agreement.

"Data Use Agreement" means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

"Federal Financial Participation" is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

"Item of Noncompliance" means Contractor's acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

"Minor Administrative Change" refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

"Other Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

"Outside the United States" means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

"Software" means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

"State" means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

"Third Party Software" refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

"Turnover" means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

"Turnover Plan" means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

"VUTC" means HHSC's Uniform Terms and Conditions – Vendor, Version 2.12

"WSD" means the Work, Services, or Deliverables to be performed or provided under the Contract.

ARTICLE II. **GENERAL PROVISIONS**

2.01 **Controlling Order**

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

a. The Signature Document;
b. These Special Conditions;
c. HHSC Uniform Terms and Conditions – Vendor;
d. The Solicitation and any addendums, corrections, and clarifications; then
e. Contractor's Solicitation Response and any agreed to modifications.

2.02 **Inducements**

In awarding the Contract, the HHSC relies on Contractor's assurances of the following:

a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
c. Contractor has performed similar WSD for other public or private entities;
d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC's current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
e. Contractor has had the opportunity to review and understand the State's stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

the capability to perform the WSD in accordance with the terms and conditions of the Contract; and

f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

2.03 **Delegation of Authority**

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

a. Make public policy;
b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

2.04 **Other System Agencies Participation in the Contract**

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

2.05 **Most Favored Customer**

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

2.06 **Assumption After Assignment**

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

2.07 **Cooperation with HHSC Vendors**

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2.08 **Renegotiation and Reprocurement Rights**

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

2.09 **Solicitation Errors**

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

ARTICLE III. **PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES**

3.01 **Authority**

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

3.02 **Prohibition**

Contractor agrees that, unless specifically authorized in writing by HHSC:

(1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
(2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
(3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

3.03 **Exception**

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

3.04 **Remedy**

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

ARTICLE IV. **CONTRACTOR PERSONNEL AND SUBCONTRACTORS**

4.01 **Qualifications**

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

4.02 **Conduct and Removal**

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

4.03 **No Authority**

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

4.04 **E-Verify**

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

(1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
(2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

4.05 **Subcontractors Not Identified in the Solicitation Response**

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than $100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

(1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
(2) Object to the selection of the Subcontractor; or
(3) Object to the subcontracting of the WSD proposed to be subcontracted.

ARTICLE V. **PERFORMANCE**

5.01 **Measurement**

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

(1) Compliance with Contract requirements, including all representations and warranties;
(2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
(3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
(4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

(5) Timeliness, completeness, and accuracy of WSD; and
(6) Achievement of specific performance measures and incentives as applicable.

ARTICLE VI. **AMENDMENTS AND MODIFICATIONS**

6.01 **Formal Procedure**

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

6.02 **Minor Administrative Changes**

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

6.03 **Technical Guidance Letters**

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

ARTICLE VII. **AUDITS AND RECORDS**

7.01 **Record Retention**

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at https://www.tsl.texas.gov/sites/default/files/public/tslac/slrm/state/schedules/529.PDF. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

7.02 **Access and Accommodation**

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 **Response to Audits or Inspection Findings**

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

(1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
(2) Performed by Contractor as part of the WSD; or
(3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

ARTICLE VIII. **PAYMENT**

8.01 **Duty to Make Payment**

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

ARTICLE IX. **CONFIDENTIALITY**

9.01 **Requests for Public Information**

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

9.02 **Consultant Disclosure**

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

9.03 **Other Confidential Information**

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES

AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE X. **DISPUTES AND REMEDIES**

10.01 **Agreement of the Parties**

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

10.02 **Operational Remedies**

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
2) Require additional or different corrective action(s) of HHSC's choice;
3) Suspension of all or part of the Contract or WSD;
4) Prohibit Contractor from incurring additional obligations under the Contract;
5) Issue stop Work Orders;
6) Assessment of liquidated damages as provided in the Contract;
7) Accelerated or additional monitoring;
8) Withholding of payments; and
9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

10.03 **Equitable Remedies**

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

10.04 **Continuing Duty to Perform**

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

ARTICLE XI. **DAMAGES**

11.01 **Availability and Assessment**

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

1) Through direct assessment and demand for payment to Contractor; or
2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

11.02 **Specific Items of Liability**

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

> **IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.**

ARTICLE XII. **TURNOVER**

12.01 **Turnover Plan**

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

12.02 **Turnover Assistance**

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS

13.01 HHSC Additional Rights

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

13.02 Third Party Software

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

13.03 Software and Ownership Rights.

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.01 Ability to Perform

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

14.02 **Continuing Duty to Disclose**

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

14.03 **Conflicts of Interest**

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

14.04 **Flow Down Provisions**

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

14.05 **Recruitment Prohibition**

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

14.06 **Manufacturer's Warranties**

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

14.07 **Cooperation with HHSC Designees**

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

(1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
(2) Audit, inspection, or other investigative purposes; and
(3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

14.08 **Notice of Litigation or Contract Action**

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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Attachment G – State Assurances

State Assurances

(a) Scope. In addition to federal requirements, state law requires a number of assurances from applicants for federal pass-through or other state-appropriated funds.

(1) A subgrantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(2) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(3) When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

(4) A subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Family and Protective Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

(5) Subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).

(6) The applicant must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(7) Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Attachment H – Federal Assurances

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non- discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to

all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Costal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance. 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Attachment I – DUA

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
______________ ("CONTRACTOR")

This Data Use Agreement ("DUA"), effective as of the Base Contract ("Effective Date"), is entered into by and between the Texas Health and Human Services Enterprise agency ________________("HHS") and____________ ("CONTRACTOR"), and incorporated into the terms of HHS Contract No. ___________, in Travis County, Texas (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. ***45 CFR 164.504(e)(1)-(3)*** This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"**Confidential Information**" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Personally Identifiable Information;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"**Legally Authorized Representative**" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 *Obligations of CONTRACTOR*

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR 164.502(b)(1); 45 CFR 164.514(d)***

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. ***45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101***

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.***45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)***

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate

relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief. ***45 CFR 164.504(e)(2)(ii)(A)***

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. ***45 CFR 164.502(d)(2)(i) and (ii)*** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. ***45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002***

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and ***45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)***

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. ***45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.***

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. ***45 CFR 164.524and 164.504(e)(2)(ii)(E)***

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. ***45 CFR 164.504(e)(2)(ii)(E) and (F)***

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. ***45 CFR 164.504(e)(2)(ii)(G) and 164.528***

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. ***45 CFR 164.504(e)(2)***

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. ***45 CFR 164.308; 164.530(c); 1 TAC 202***

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and

administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: ***45 CFR 164.504(e)(ii)(1)(A)***

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. ***45 CFR 164.504(e)(4)(ii)(B)***

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. ***45 CFR 164.504(e)(2)(i)(B)***

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. ***45 CFR 164.504(e)(2)(ii)(J)***

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses**. *45 CFR 164.306; 164.530(c)***

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 2 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. ***45 CFR 164.306***

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. ***45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)***

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official ***45 CFR 164.530(a)(1)*** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. ***45 CFR 164.308(a)(2)***

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. ***45 CFR 164.502; 164.514(d)***

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. ***45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)***

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. ***45 CFR 164.308; 164.514(d)***

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. ***45 CFR 164.504(e)(2)(i)(I)***

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information *at rest* requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance

investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. ***45 CFR 164.312; 164.530(d)***

(Z) CONTRACTOR will comply with the following laws and standards ***if applicable to the type of Confidential Information and Contractor's Authorized Purpose***:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. ***Breach or Event Notification to HHS. 45 CFR 164.400-414***

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). ***45 CFR 164.404***

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after

Discovery, ***or in a timeframe otherwise approved by HHS in writing***, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and ***IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.***

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410***

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available***: For (a) - (m) below: 45 CFR 164.400-414***

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR’s initial risk assessment of the Event or Breach demonstrating whether individual or other notices are_required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS’s approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR’s provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as

otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 ***Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530***

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 ***Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)***

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 *Ownership of Confidential Information*

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 6.02 *HHS Commitment and Obligations*

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 *HHS Right to Inspection*

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 *Term; Termination of DUA; Survival*

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein . If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or
3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or
4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 ***Governing Law, Venue and Litigation***

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 ***Injunctive Relief***

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 ***Indemnification***

CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as “Indemnified Party”) against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys’ fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR’s failure to meet any of its obligations under this DUA. CONTRACTOR’s obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 ***Insurance***

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require CONTRACTOR to maintain, at its expense, the special and/or custom first- and third-party

insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status, with required insurance coverage, by the Effective Date, or as required by HHS.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 ***Fees and Costs***

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 ***Entirety of the Contract***

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 ***Automatic Amendment and Interpretation***

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER ______________________________

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with____________________________________ (SUBCONTRACTOR) for performance of duties on behalf of CONTACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR		**SUBCONTRACTOR**	
BY:	______________________	**BY:**	______________________
NAME:	______________________	**NAME:**	______________________
TITLE:	______________________	**TITLE:**	______________________
DATE	______________, **201 .**	**DATE:**	______________________